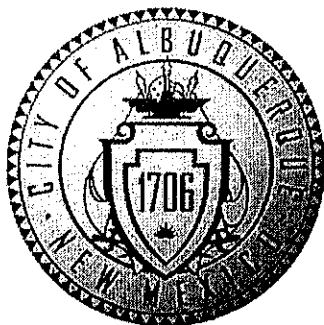


EC-20-151




Mayor Timothy M. Keller

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

INTER-OFFICE MEMORANDUM

August 17, 2020

TO: Patrick Davis, President, City Council

FROM: Timothy M. Keller, Mayor 

SUBJECT: MOU Agreement with the Parks and Recreation Department Utilizing Community Development Block Grant (CDBG) Funds in the Amount of Five Hundred Twenty-Five Thousand Four Hundred Fifteen and 00/100 to Complete the Renovation of Wilson Park.


Approval is requested for a Second Supplemental with the Parks and Recreation Department in the amount of Five Hundred Twenty-Five Thousand Four Hundred Fifteen and 00/100 (\$525,415.00) of Community Development Block Grant (CDBG) funds. The Original Agreement is in the amount of Nine Hundred Seventy-Six Four Hundred Fifteen 00/100 (\$976,415.00). A First Supplemental Agreement was executed on June 11, 2020 to extend the time of performance for the project. The additional funding will allow Parks and Recreation to complete the full scope of work as outlined in the Original MOU.

This request is forwarded to the Council for consideration and approval.

Legislation Title: MOU Agreement with the Parks and Recreation Department Utilizing Community Development Block Grant (CDBG) Funds in the Amount of Five Hundred Twenty-Five Thousand Four Hundred Fifteen and 00/100 to Complete the Renovation of Wilson Park.

Recommended:

Approved as to Legal Form:

 10/9/11/20

Sarita Nair Date
Chief Administrative Officer

DocuSigned by:
Samantha Huitts 9/3/2020 | 5:34 PM MDT
CA74073A333D4E...

Esteban Aguilar Date
City Attorney

DS
pp

Recommended:

DocuSigned by:
Carol M. Pierce 8/28/2020 | 11:24 AM MDT
72F4E134004641B...
Carol M. Pierce Date
Director, Dept. of Family & Community Services

Cover Analysis

1. What is it?

This legislation is for the Council approval of an MOU Agreement with the Parks and Recreation Department utilizing Community Development Block Grant (CDBG) funds in the amount of Five Hundred Twenty-Five Thousand Four Hundred Fifteen and 00/100 to complete the Renovation of Wilson Park.

2. What will this piece of legislation do?

The Second Supplemental Agreement will approve an increase in funding of the Original Agreement from \$976,415.00 to \$1,501,830.00 in CDBG funds Parks and Recreation's Program Year 2019 Wilson Park Renovation MOU. The additional funding will allow Parks and Recreation to complete the full scope of work as outlined in the Original MOU.

3. Why is this project needed?

The Wilson Park Renovation Project address the City's goals of having people of all ages have the opportunity to participate in the community and economy and are well sheltered, safe, healthy, and educated as well as increasing individual and family resilience through the renovation a neighborhood park in which the majority of residents are low and moderate income persons.

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

The Original Agreement was funded with CDBG funds in the amount of \$976,415.00. The Second Supplemental Agreement will also be funded with CDBG funds and is allocating an additional \$525,415.00 to the Original Agreement amount. The additional allocation will bring the total funds for the Wilson Park Renovation Project to \$1,501,830.00.

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

N/A

FISCAL IMPACT ANALYSIS

TITLE: Budget Revision with the US Department of Housing and Urban
Development for the Albuquerque Housing Authority
Community Development Block Grant 2021

R: O:
FUND: 205
DEPT: Family & Community Services

- [X] 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		Total
Base Salary/Wages				-
Fringe Benefits at				-
Subtotal Personnel	-	-	-	-
Operating Expenses	-	-	-	-
Property				-
Indirect Costs	14.20%	-	-	-
Total Expenses	\$ -	\$ -	\$ -	\$ -
[] Estimated revenues not affected				-
[x] Estimated revenue impact				-
Amount of Grant	-	-	-	-
Program Income				-
Total Revenue	\$ -	\$ -	\$ -	\$ -

These estimates do not include any adjustment for inflation.

* Range if not easily quantifiable.

Number of Positions created

COMMENTS: The total funding for the Wilson Park Renovation is \$1,501,830.00. The funds have already been appropriated as follows: 2019 CDBG funds of \$861,415.00 for the Renovation of Wilson Park and Program Income in the amount of \$115,000 in Resolution R-2019-034 and \$525,415.00 re-allocating funds from prior year projects specifically Minor Home Repair - EMHR appropriated in 2018 CDBG Action Plan, Resolution R-18-36 and DSA Disability Retrofit appropriated in 2019 CDBG Action Plan, Resolution R-2019-034.

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

The 2021 HUD Block Grant Action Plan provides funding for public facility and infrastructure improvements and a variety of public services including housing, homeless, public facilities improvement and economic development programs serving mainly low-income residents.

DS

PREPARED BY: ANNA M. LUJAN

APPROVED: CAROL M. PIERCE

DocuSigned by:

8/28/2020 | 11:24 AM MDT

FISCAL MANAGER

8/25/2020

2:01 PM MDT

DIRECTOR

(date)

REVIEWED BY:

DocuSigned by:

DocuSigned by:

DocuSigned by:

EXECUTIVE BUDGET ANALYST

CFBEAD13CB19445...

8/30/2020

BUDGET OFFICER (date)

BD22ED7BED9314E

8/30/2020

CITY ECONOMIST

E02C282349CC47D

9/2/2020 | 8:51 AM MDT



City of Albuquerque

Department of Family and Community Services

Carol M. Pierce, Director

Timothy M. Keller, Mayor
Interoffice Memorandum

August 17, 2020

To: David Simon, Director, Parks and Recreation Department

From: Carol M. Pierce, Director, Department of Family and Community Services

Subject: **Second Supplemental to Memorandum of Understanding (MOU) between the Parks and Recreation Department and the Department of Family and Community Services for the utilization of Community Development Block Grant Funds for the renovation of Wilson Park**

The Department of Family and Community Services (DFCS), Community Development Division (hereinafter "Community Development Division") and the Parks and Recreation Department (hereinafter "Parks and Recreation") entered into a Memorandum of Understanding (MOU) (hereinafter "Original MOU") executed on September 9, 2019; and

WHEREAS, DFCS and Parks and Recreation entered into an First Supplemental agreement on June 11, 2020 to extend the time of performance for the project completion to March 31, 2021

WHEREAS, in this Second Supplemental, Parks and Recreation has requested the original amount should be amended to include an additional \$525,415.00 to be able to complete the full scope of work outlined in the Original MOU as costs associated with the splash pads was originally underestimated; and

WHEREAS, Administrative Instruction 1-1 regarding Signature Authority went into effect on July 1, 2020, requiring the inclusion of a provision in every contract which authorizes electronic signatures; and

WHEREAS, DFCS and OCR agree that electronic signatures are authorized through this Second Supplemental Agreement; and

WHEREAS, DFCS agrees to increasing the amount in the Original MOU; and

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

1. Section 4a of the Original MOU is hereby amended to read:

Maximum Compensation: For performing the Services specified in Section 1 of this MOU, DFCS agrees to pay Parks and Recreation TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) of 2016 CDBG Funds and ONE MILLION FOUR HUNDRED EIGHTY-ONE

THOUSAND EIGHT HUNDRED THIRTY AND NO/100 DOLLARS (\$1,481,830.00) of 2019 CDBG Funds for a total not to exceed **ONE MILLION FIVE HUNDRED ONE THOUSAND EIGHT HUNDRED THIRTY AND NO/100 DOLLARS (\$1,501,830.00)**, which amount includes any applicable gross receipts taxes and which amount shall constitute full and complete compensation for Parks and Recreation's Services under this MOU, including all expenditures made and expenses incurred by Parks and Recreation in performing the Services as set forth in the Budget in Exhibit A hereto.

2. Except as herein expressly amended, the terms and conditions of the Original MOU shall remain unchanged and shall continue in full force and effect unless there is a conflict between the terms and conditions of the Original MOU, and this Second Supplemental to the MOU, in which event the terms and conditions of the Second Supplemental to the MOU shall control.
3. This Second Supplemental to the MOU shall not become effective or binding until approved by the highest authority required by the City under this agreement.
4. The parties agree that this agreement may be electronically signed and that the electronic signatures appearing on the agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, DFCS and Parks and Recreation have executed this Second Supplemental Agreement as of the date below:

CITY OF ALBUQUERQUE

SUB-RECIPIENT: PARKS AND
RECREATION

Approved By:

Approved By:

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

Signature: _____

Name: _____

Date: _____

Title: _____

Parks and Recreation

Sarita Nair
Chief Administrative Officer

Date: _____

Date: _____

CONTRACT CONTROL FORM

Contact: Debra R. Bazan
 Phone: 768-2861

Req. Num.:
 Acct. Num.:
 Act. Num.:

CCN: 202000227.1
 Orig CCN: 202000227

PRELIMINARY

Type of Agreement: Memorandum of Understanding

For Grants Only:
 Indirect Costs for General Fund
 Services

Description: Delay in project start, issues in implementing full scope of work and expected delays due to COVID. Extend TOP - Mar 31, 2021 % _____

Dept/Div: FAMILY & COMMUNITY SERVICES/ADMINISTRATION \$ _____

Vendor: Parks and Recreation Department and Family and Community Services Department

Contract Term: 07/01/2019 to: 03/31/2021

Contract Amount: \$0.00 Payable

FY Aggregate: \$0.00

Contract Total: \$976,415.00

Date Submitted: 06/08/2020

PROCUREMENT:**WAIVERS REQUIRED:**

RFP: No

Waiver Letter Attached: _____ Approved: _____

Ins:

Waiver Letter Attached: _____ Approved: _____

DRAFT CONTRACT:

Recd by Legal: _____ Rejected/Returned to Dept: _____ / _____

Returned to Legal: _____ / _____ Approved: _____ Initials: _____

INSURANCE AND BONDS REQUIRED:

Bonds Required: NONE

Attached: _____

Insurance Required: NONE

Attached: _____

FINAL CONTRACT REVIEW

APPROVALS REQUIRED:	Date Delivered	Returned to Dept.	Approved by	Approval Date	Approved by	Approval Date
Purchasing:						
Asst. City Attorney:			^{DS} PP	6/9/2020 4:49 PM MDT		
CIP:						
City Attorney:			^{DS} EAJ	6/9/2020 4:51 PM MDT		
CAO:			^{DS} SN	6/11/2020 12:44 PM PDT		
Department:			^{DS} CP	6/9/2020 4:07 PM MDT		
Budget:						
Others:						

Council:

EC/Bill:

Date:






City of Albuquerque
Department of Family and Community Services
Carol M. Pierce, Director

Timothy M. Keller, Mayor
Interoffice Memorandum

May 22, 2020

To: David Simon, Director, Parks and Recreation Department

From:  Carol M. Pierce, Director, Department of Family and Community Services

Subject: **First Supplemental to Memorandum of Understanding (MOU) between the Parks and Recreation Department and the Department of Family and Community Services for the utilization of Community Development Block Grant Funds for the renovation of Wilson Park**

The Department of Family and Community Services (DFCS), Community Development Division (hereinafter "Community Development Division") and the Parks and Recreation Department (hereinafter "Parks and Recreation") entered into a Memorandum of Understanding (MOU) (hereinafter "Original MOU") executed on September 9, 2019; and

WHEREAS, Parks and Recreation has experienced unexpected delays in commencing the project, issues implementing the full scope of services as outlined in the Original Agreement, and is expecting additional delays due to the COVID-19 pandemic; and

WHEREAS, Parks and Recreation has requested that the Original MOU be amended to extend the Time of Performance from June 30, 2019 to March 31, 2021 to complete the original scope of work; and

WHEREAS, the Community Development Division is agrees to the extension of the Time of Performance in the Original Agreement; and

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

1. Section 3 of the Original MOU is hereby amended to read:

Time of Performance: Services of Parks and Recreation 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 purpose of this MOU, but in any event, all of the Services required hereunder shall be completed by March 31, 2021. 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.

2. Except as herein expressly amended, the terms and conditions of the Original MOU shall remain unchanged and shall continue in full force and effect unless there is a conflict between

the terms and conditions of the Original MOU, and this First Supplemental to the MOU, in which event the terms and conditions of the First Supplemental to the MOU shall control.

3. This First Supplemental to the MOU shall not become effective or binding until approved by the Chief Administrative Officer of the City of Albuquerque.

SIGNATURES ON NEXT PAGE

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

CONTRACTOR:

Agency Name: Parks and Recreation Department

DS

PP

DocuSigned by:
David Simon
ABC3B3B5469A460

Approved By: _____

Name: David Simon _____

Date: 6/8/2020 | 2:19 PM MDT _____

Title: Director _____

CITY OF ALBUQUERQUE:

DS

PP

DocuSigned by:
Carol Pierce
72F4E134004641B...

Approved By: _____

Name: Carol Pierce _____

Date: 6/9/2020 | 4:07 PM MDT _____

Title: Director Family and Community Services _____

DS

EAJ

DocuSigned by:
Sarita Nair
27FC78F4A4E944D...

Approved By: _____

Name: Sarita Nair _____

Date: 6/11/2020 | 12:44 PM PDT _____

Title: Chief Administrative Officer _____



CCW 202000227
City of Albuquerque
Department of Family and Community Services
Carol M. Pierce, Director

Timothy M. Keller, Mayor
Interoffice Memorandum

AUGUST 13, 2019

To: David Simon, Director, Parks and Recreation Department

From: Carol M. Pierce, Director, Department of Family and Community Services

Subject: **Memorandum of Understanding between the Parks and Recreation Department and the Department of Family and Community Services, for the utilization of the Community Development Block Grant Funds for the Renovation of Wilson Park.**

This document shall serve as a Memorandum of Understanding ("MOU") between The Parks and Recreation Department hereafter referred to as ("Parks and Recreation"), and the Department of Family and Community Services hereafter referred to as ("DFCS"). Parks and Recreation shall renovate Wilson Park in conformance with 24 CFR Part 570 by accomplishing the following scope of work and related functions within the budget allocation provided herein and adhering to the provisions outlined or referenced in this MOU.

RECITALS

- A. The City is the grantee of a Community Development Block Grant (CDBG) award Federal Award Identification Numbers B-19-MC-35-0001 dated July 24, 2019 and B-16-MC-35-0001 dated December 2, 2016, from the U.S. Department of Housing and Urban Development (HUD), which will be used to fund this MOU. See Exhibit A.
- B. This Community Development Block Grant is recognized by the Catalog of Federal Domestic Assistance as **CFDA #14.218**.
- C. The City has appropriated Community Development Block Grant funds ("CDBG Funds") for this purpose through adoption of Resolution No. R-19-149.
- D. DFCS oversees CDBG Funds for the City and desires to have Parks and Recreation administer the renovation of Wilson Park. The renovation shall be funded through the above referenced CDBG award, and Parks and Recreation is responsible for compliance with CDBG regulations for the renovation of Wilson Park. The renovation does not involve research and development.

- E. This MOU will meet a CDBG National Objective and will be administered consistently with HUD regulations.
- F. Should a delay in final execution of the MOU occur, work on the MOU may begin prior to the final execution, and DFCS and Parks and Recreation wish to ratify all actions taken by the parties from July 1, 2019 to the date of execution of this MOU.

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

1. Scope of Service

A. Goals and Objectives:

- 1. National Objectives: All activities funded with CDBG funds must meet one of the CDBG program's National Objectives.
 - a. Benefit low and moderate income persons;
 - b. Aid in the prevention or elimination of slums or blight; or
 - c. Meet community development needs having a particular urgency, as defined in 24 CFR §570.208.

Parks and Recreation certifies that the activities carried out under this Agreement will meet one or more of the foregoing National Objectives as follows:

The Wilson Park Project meets the Low Mod Area Objective as it will benefit low and moderate income people residing around Wilson Park. This area has a Low/Mod Percentage of 71.39, and exceeds the requirement of 51 percent.

2. Local Objectives:

- a. To achieve the City of Albuquerque Goal Statement #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 by the renovation of a neighborhood green space, playground and lighting.

B. Scope of Services: Parks and Recreation shall be responsible for administering the CDBG Program Year 2019 Wilson Park Renovation in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

1. Service Activities and Outputs:

- a. Complete the process of federally procuring a contractor(s) in accordance with 24 CFR Part 570, 2 CFR Part 200 and City adopted procurement standards for the Wilson Park Renovation Project located

- at 6000 Anderson Ave SE and provide documentation to FCS prior to awarding.
 - b. Add a splash pad, and add or modify existing walking paths and lighting, playground, resurface and modify tennis courts, and make associated landscape and irrigation system improvements.
 - c. Monitor contractors and subcontractors to ensure compliance with Davis Bacon and Related Acts (DBRA), which shall include, but not be limited to: 1) Ensuring contractors and subcontractors pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits as determined by the appropriate Davis Bacon wage determination; 2) Submitting a list of all subcontractor contact information and award amounts to the City prior to construction; 3) Submitting a construction schedule to the City upon Notice to Proceed to the contractor; 4) Accepting and receiving weekly certified payrolls for contractor and all subcontractors to ensure DBRA compliance; 5) Coordinating interviews with laborers and mechanics on the jobsite, and 6) Submitting documentation to the City on a weekly basis showing acceptable monitoring and review by the Contractor to ensure DBRA compliance.
 - d. Comply with and ensure subcontractors comply with Section 3 Policies, submit a list of all subcontractor contact information prior to construction start, submit a cumulative HUD Form 60002, along with copies of each contractor's and subcontractor's HUD Form 60002, by July 15, 2020, and submit any additional Section 3 reports requested by the City upon project completion.
 - e. Submit a HUD Form 2516 with all appropriate and accurate documentation on each subcontractor by October 15, 2019. Reporting period is October 1, 2018 through September 30, 2019 and at project closeout (reporting period is from previous report to closeout date).
 - f. Prior to construction, provide documentation indicating contractor and subcontractor are not federally debarred via SAM (System for Award Management).
- 2. Service Outcomes/Performance Measures: 100% of the individual renovations, improvements, modifications, and additions to Wilson Park will be successfully completed according to City specifications by June 30, 2020.
 - 3. Service Implementation and Reporting: Parks and Recreation shall:
 - a. Comply with Davis Bacon – Semi Annual Labor Standards
 - b. Comply with Section 3 – HUD Form 6002
 - c. Prepare and provide the Minority and Women Owned Business Report – HUD Form 2516
 - d. Prepare and provide Quarterly Reports:
 - 1. Project Progress Report – Part A
 - 2. Project Progress Report – Part B

2. DFCS Role: DFCS will provide support to Parks and Recreation and shall conduct the following activities:
 - A. Quarterly Reports – DFCS Program Specialist will provide the quarterly report template specific to the renovation of Wilson Park upon execution of this MOU, at which time the DFCS Program Specialist will ensure that Parks and Recreation staff is aware of reporting requirements and due dates. The quarterly report process will include the following tasks to be completed by DFCS Program Specialist:
 - i. Review Quarterly Reports for content, verify all calculations are correct, and ensure contract is progressing as intended.
 - ii. If discrepancies are noted, contact to make corrections.
 - iii. Technical Assistance: DFCS Program Specialist will offer technical assistance, if necessary.
 - B. Applications for Payment: DFCS will receive and review Applications for Payment from Parks and Recreation for review and approval prior to payment processing.
 - C. Annual Monitoring: DFCS Program Specialist will coordinate the annual monitoring review. Once a date is determined, DFCS Program Specialist will send a monitoring letter to Parks and Recreation prior to the annual monitoring visit. DFCS staff will conduct the monitoring review.
3. Time of Performance: Services of Parks and Recreation 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 MOU 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 1 of this MOU, DFCS agrees to pay Parks and Recreation TWENTY THOUSAND DOLLARS AND NO CENTS (\$20,000.00) of 2016 CDBG Funds and NINE HUNDRED FIFTY-SIX THOUSAND AND FOUR HUNDRED FIFTEEN AND NO CENTS (\$956,415.00) OF 2019 CDBG Funds for a total amount not to exceed **NINE HUNDRED SEVENTY-SIX THOUSAND AND FOUR HUNDRED FIFTEEN AND NO CENTS (\$976,415.00)**, which amount includes any applicable gross receipts taxes and which amount shall constitute full and complete compensation for Parks and Recreation's Services under this MOU, including all expenditures made and expenses incurred by Parks and Recreation in performing the Services as set forth in the Budget in Exhibit B hereto.
 - b. Method of Payment

- i. DFCS agrees to pay such sum for the renovation of Wilson Park. Only those costs which are allowable under the terms of this MOU and Exhibit B shall be reimbursed. DFCS shall not approve payment for failure to perform the Scope of Services described in this MOU and for failure to meet any other requirements of this MOU. Payment will be approved until such time as Parks and Recreation is in full compliance with all the terms of this MOU.
 - ii. All payment requests must be authorized by DFCS prior to payment to vendor.
 - iii. All payment requests submitted by Parks and Recreation to DFCS must have adequate supporting documentation as determined by DFCS. Parks and Recreation shall supply such additional documentation as DFCS may require.
 - iv. Under Administrative Instruction No. 3-7 (2016), it is the policy of the City to pay vendors within the terms of the contract or within thirty (30) days of receipt of goods or services, or the date of invoice, whichever is last. Notwithstanding the foregoing, at the time that the first Application for Payment is submitted by Parks and Recreation a required compliance review will be completed by DFCS to ensure accuracy and completeness of fiscal documentation, staff files and client program files of Parks and Recreation. As a result of the compliance review, the first Application for Payment may be delayed beyond 30 days.
- c. Program Income: For the purposes of this MOU, "Program Income" means gross income, including interest earned on CDBG Funds, or received by Parks and Recreation which is directly generated from the use of CDBG Funds. When Program Income is generated by an activity that is only partially assisted with CDBG Funds, the Program Income shall be prorated to reflect the percentage of said funds. Program Income received may be retained by Parks and Recreation and will be used for the purposes specified in the Goals and Objectives and Scope of Services of this MOU and is subject to the same rules and regulations of this MOU. Any Program Income on hand when the MOU expires or is terminated as provided herein or received after the MOU's expiration shall be paid to DFCS.
- 5. Budget Revisions: Parks and Recreation shall inform DFCS of any "line item" revisions to the Budget set forth in Exhibit B, within the Maximum Compensation shown in this MOU and shall obtain DFCS'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 MOU.
- 6. Performance Monitoring: DFCS will monitor the performance of Parks and Recreation against goals and performance standards as stated above. Parks and Recreation will provide such assistance and information as required by DFCS staff to monitor and evaluate the performance of the above mentioned Scope of Services. It is understood that DFCS staff, at its discretion, will 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. Substandard performance as determined by DFCS will constitute noncompliance with this MOU. If action to correct such substandard performance is not taken by Parks and Recreation within a reasonable period of time after being notified by DFCS, contract suspension or termination procedures will be initiated.

7. Compliance with Federal, State and Local Regulations: Parks and Recreation shall comply with all applicable Federal, State and Local regulations pertaining to the program, including but not limited to CDBG Regulations found at 24 CFR Part 570, 2 CFR Part 200 and Administrative Requirements for Contracts Awarded Under the City of Albuquerque, Department of Family and Community Services, Social Services Program, as amended. DFCS shall provide assistance regarding compliance.
8. Required Assurances: This MOU will be funded with CDBG Funds through a grant from the U.S. Department of Housing and Urban Development to the City. The CDBG Program is governed by the provisions of specific federal laws and rules, regulations and policies to implement those laws, to which the provisions of this MOU are subject. During the performance of this MOU, Parks and Recreation shall comply with the provisions and assurances set forth in this MOU, and to such additional assurances set forth in Exhibit C, to the extent that such assurances are applicable to the Services provided by Parks and Recreation and not otherwise provided for in the body of this MOU.
9. Compliance with Civil Rights Laws and Executive Orders:
 - i. Parks and Recreation will comply with the provisions of, and act in accordance with, all federal laws, rules and regulations, and Executive Orders related to equal employment opportunity, affirmative action, equal access to programs and services, and the enforcement of Civil Rights, including, but not limited to: Section 3 of the Housing and Urban Development Act of 1968, Sections 103 and 109 of the Housing and Community Development Act of 1974, as amended, Title VI and Title VII of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, Sections 502, 503, 504 and 505 of the Rehabilitation Act of 1973, Equal Pay Act of 1963, Age Discrimination in Employment Act of 1967, as amended, the Vietnam Era Veterans Readjustment Act of 1974, the 1986 U.S. Immigration Reform and Control Act, Americans With Disabilities Act of 1990, Executive Order 11063 of 1962 and Executive Order 11246 of 1965, as amended, and the Nontraditional Employment for Women Act of 1991. In addition, Parks and Recreation will comply with the New Mexico Human Rights Act (NMSA 1978 §28-1-1 et seq.) and the City of Albuquerque Human Rights Ordinance (ROA 1994 §11-3-1 et seq.).
 - ii. Parks and Recreation 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.

- iii. Parks and Recreation will make reasonable accommodation to the known physical or mental handicap or disability of an otherwise qualified employee or applicant for employment.
 - iv. Parks and Recreation 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 Parks and Recreation's employees are assigned to work.
 - v. Parks and Recreation will in all solicitations or advertisements for employees placed by or on behalf of Parks and Recreation, 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.
10. Use of Funds for Sectarian Religious Purposes: Parks and Recreation covenants and agrees that no funds awarded through this program will be used for sectarian religious purposes, and specifically that:
- a. there will be no religious test for admission for services;
 - b. there will be no requirement for attendance at religious services;
 - c. there will be no inquiry as to a client's religious preference or affiliation;
 - d. there will be no proselytizing; and
 - e. services provided will be essentially secular.
11. Lobbying: Parks and Recreation understands that utilization of any federally appropriated funds provided to Parks and Recreation by DFCS 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. Parks and Recreation further agrees that it shall comply with the certification and disclosure requirements of the applicable regulations.
12. Accountability in Government: Parks and Recreation understands and will comply with the City's Accountability in Government Ordinance, §2-10-1 et seq. and Inspector General Ordinance, §2-10-1 et seq. and Inspector General Ordinance, §2-17-1 et seq. R.O.A. 1994.
13. No Collusion: Parks and Recreation covenants and warrants that this MOU is entered into by Parks and Recreation without collusion on the part of Parks and Recreation with any person or firm, without fraud and in good faith. Parks and Recreation also covenants and warrants that no gratuities, in the form of entertainment, gifts or otherwise, were, or during the term of this MOU, will be offered or given by Parks and Recreation or any agent or representative of Parks and Recreation to any officer or employee of the City with a view towards securing

this MOU or for securing more favorable treatment with respect to making any determinations with respect to performing this MOU.

14. **Small, Minority, and Women's Business:** Parks and Recreation will use its best effort to afford small businesses, minority business, enterprises, women's business enterprises the maximum practicable opportunity to participate in the performance of the MOU. As used in the MOU, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S. C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. Parks and Recreation may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
15. **Recognition of Support:** Parks and Recreation shall insure recognition of the role of the City (Grantee) and HUD (Grantor) in providing Services through this MOU. All activities, facilities and items utilized pursuant to this MOU shall be prominently labeled as to funding source. In addition, Parks and Recreation will include a reference to the support provided herein in all publications made available under this MOU.
16. **Amendments:** Requests for amendments to this MOU must be submitted in writing, recommended by Parks and Recreation, and approved by DFCS.
17. **Establishment and Maintenance of Records:** Records shall be maintained in accordance with requirements (if any) prescribed by DFCS with respect to all matters covered by this MOU. Except as otherwise authorized by DFCS, such records shall be maintained for a period of five (5) years after the receipt of final payment under this MOU.
18. **Special Provisions:** The availability of federal funds for the activities covered by the "Scope of Services" outlined herein and for performance of this MOU, depends solely on the provision of said funds to the City by HUD. DFCS assumes the responsibility for payment of the compensation due to Parks and Recreation under Section 4 of this MOU, only to the extent funds for such compensation are made available to the City by HUD.
29. **Termination for Cause:**
 - A. In accordance with 2 CFR §200.338, DFCS may suspend or terminate this MOU if Parks and Recreation materially fails to comply with any terms of this MOU, which include, but are not limited to, failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD requirements, policies or directives as may become applicable at any time; failure, for any reason, of Parks and Recreation to fulfill in a timely manner and proper manner its obligations under this MOU; ineffective or improper use of funds provided

under this MOU; and submission by Parks and Recreation to DFCS reports that are incorrect or incomplete in any material respect.

- B. In the event of termination, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs and reports prepared by Parks and Recreation under this MOU shall, at the option of DFCS, become its property, and Parks and Recreation shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, DFCS and Parks and Recreation have executed this
MOU as of the date below:

CITY OF ALBUQUERQUE

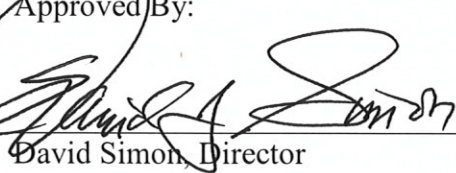
PARKS AND RECREATION

Approved By:



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


Approved By:



David Simon, Director
Parks and Recreation Department

Date: 8/16/19

Date: 8/13/19



Sarita Nair
Chief Administrative Officer

Date: 9/9/19

PP
123/2019