

# **CITY OF ALBUQUERQUE**

## Albuquerque, New Mexico Office of the Mayor

Mayor Timothy M. Keller

### INTER-OFFICE MEMORANDUM

August 09, 2024

TO:

Dan Lewis, President, City Council

FROM:

Timothy M. Keller, Mayor



SUBJECT: Approval of Contract for Albuquerque Sexual Assault Nurse Examiner

(S.A.N.E) Collaborative

The Albuquerque Police Department requests approval for a contract with Albuquerque SANE Collaborative to provide better forensic evidence collection for the Albuquerque Police Department with a safer medical environment for victims of sexual assault in the Albuquerque community. Additionally, the Nurses can provide treatment to victims of sexual assault as well as immediately collect evidence that would prove useful in instances where charges were filed against the assailant.

The contract is \$900,000.00 for six (6) years. This will come to \$150,000.00 per fiscal year.

The Contractor has worked with APD over the years and is qualified and capable of providing their expertise to APD.

APD requests your acceptance of this Executive Communication.

# TITLE/SUBJECT OF LITIGATION: Approval of Contract for Albuquerque Sexual Assault Nurse Examiner (S.A.N.E) Collaborative

Approved:

Approved as to Legal Form:

--- DocuSigned by

ALLEY & 8/26/2024 | 11:48 AM MDT

----1A21D96D32C74EE

Date

Samantha Sengel, EdD Date Chief Administrative Officer

City Attorney

Recommended:

DocuSigned by:

8/23/2024 | 12:01 PM MDT

A9B4463A33234EA...

Date

Director

## **Cover Analysis**

## 1. What is it?

This Executive Communication is to approve an agreement with the Albuquerque Sexual Assault Nurse Examiner (S.A.N.E.) Collaborative.

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

This legislation will authorize the City of Albuquerque Police Department to enter into a six-year agreement with Albuquerque Sexual Assault Nurse Examiner (S.A.N.E.) Collaborative to provide better forensic evidence collection for the Albuquerque Police Department with a safer medical environment for victims of sexual assault in the Albuquerque community. Additionally, the Nurses can provide treatment to victims of sexual assault as well as immediately collect evidence that would prove useful in instances where charges were filed against the assailant.

## 3. Why is this project needed?

The contract is needed to provide better forensic evidence collection for the Albuquerque Police Department with a safer medical environment for victims of sexual assault in the Albuquerque community.

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

This request will approve the funding of \$900,000.00 for a six-year contract with the Albuquerque Sexual Assault Nurse Examiner (S.A.N.E.) Collaborative, which will come to \$150,000.00 per fiscal year. Year one funds are available in the FY2025 General Fund budget. Funding for additional years is contingent upon approval of the General Fund Budget.

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

No.

## 6. What will happen if the project is not approved?

The City of Albuquerque will not have a program in place to Coordinate a Sexual Assault Nurse Examiner Program ("S.A.N.E. Program") to provide better forensic evidence collection for the Albuquerque Police Department, with a faster medical environment for victims of sexual assault in the City's community.

## 7. Is this service already provided by another entity?

Currently, the Albuquerque Police Department is the only City Department that has a contract with the Albuquerque Sexual Assault Nurse Examiner (S.A.N.E) Collaborative.

## FISCAL IMPACT ANALYSIS

TITLE:				R: FUI	O: ND: 110	
				DEI	PT: 5112100	
[X]	No measurable fiscal impact appropriations.	is anticipated, i.e., no i	mpact on fund ba	lance over and above	e existing	
[1]	(If Applicable) The estimated this legislation is as follows:	fiscal impact (defined	as impact over ar	nd above existing app	propriations) of	
		Ei.	scal Years			
Page Salany/Mage		2025	2026	2027	Total	
Base Salary/Wage Fringe Benefits at Subtota	I Personnel				<del></del>	
Operating Expense		150,000	150,000	150,000	450,000	
Capital/Property	<b>55</b>	-	-	-	430,000	
Indirect Costs		-	-	-	-	
Total Expenses	\$	150,000 \$	150,000 \$	150,000 \$	450,000	
[] Estimated reve	nue impact Amount of Grant City Cash Match					
Total Revenue	City IDOH	- \$	- \$	- \$		
Note: for Grants -	TOTAL EXPENSE should equal	TOTAL REVENUE				
	City Inkind Match \$	- \$	- \$	5 - \$	-	
	e estimates do <u>not</u> include any le not easily quantifiable	adjustment for inflation				
Numi	ber of Full-Time Positions	Exisiting		New		
COMMENTS: APD's reoccurring	g budget is \$150,000.					
COMMENTS ON N	NON-MONETARY IMPACTS T	O COMMUNITY/CITY	GOVERNMENT:			
PREPARED BY:Br	ridgette Long/Fiscal Manager	APP	ROVED: Bocusigned by:			
Bridgette (	ong 8/22/2024   1:1		M Md m 8/2	23/2024   12:	01 PM MDT	
REVIEWED BY by:	_	- DocuSigned by:	-	Signed by:		
Emma Rome	W 8/23/2024   6:4	Laberrevote Basis	1	(Naistinuo 1886)	76/2024   10:1	.6 AM MDT
EVECOLINE RODO	GET ANALYST	BUDGETOFFICER	(date)	E02C2EATYCECONC	JIVIIO I	

#### **AGREEMENT**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Albuquerque, New Mexico, a municipal corporation ("City"), and Albuquerque Sexual Assault Nurse Examiner Collaborative, a New Mexico nonprofit corporation, PO Box 37139, Albuquerque, NM 87176-7139 ("Contractor").

#### **RECITALS**

WHEREAS, the City of Albuquerque Police Department ("APD") requires professional, technical, and other services for sexual assault victims; and

WHEREAS, the Contractor was formed by the area hospitals, rape crisis groups, City and State Agencies, and others on January 1996, to operate a Sexual Assault Nurse Examiner program consisting of specially trained and verified sexual assault examiners providing uniform and efficient response to sexual assault calls ("Program"); and

WHEREAS, this procurement of medical services is authorized pursuant to Section 5-5-20 (S) of the City's Purchasing Ordinance and applies to this purchase; and

WHEREAS, the City desires to engage the Contractor to render certain services in connection therewith, and the Contractor is willing to provide such services.

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

1. <u>Scope of Serivces.</u> The Contractor shall perform the following services herein after referred to as the 'Services') in a satisfactory and proper manner, as determined by the City:

Coordinate a Sexual Assault Nurse Examiner Program ("S.A.N.E. Program") to provide better forensic evidence collection for the Albuquerque Police Department, with a faster medical environment for victims of sexual assault in the City's community. This is in accordance with the goals and requirements of the City of Albuquerque Council Bill No., R-33 (Enactment No. 49-1996).

A. The Contractor shall be responsible for administration of the S.A.N.E. Program, including, but not limited to:

- i. Payment of a salary to an Executive Director who will oversee the Contractor's development and implementation of all administrative, financial, and outreach activities of the Program;
- ii. Hiring and payment of a salary to a part-time Administrative Assistant/ Manager to the Contractor to handle clerical and S.A.N.E. office duties;

- iii. Payment of a stipend to a Medical Director to provide oversight of policies, guidelines, and case review;
- iv. Providing training and internship for Registered Nurses;
- v. Maintaining computer equipment, medical instruments, and educational material necessary for providing services to victims;
- vi. Maintaining an office location, furnishings, office supplies, regular and cellular phone services, medical supplies, pagers, and the like;
- vii. Maintaining for the collection of evidence, a Coloscope Package which includes: an MM-600 Coloscope; a 35m photographic package with a date bank, a MM-600 video system with monitor; a Sony video printer; up 1200 with cable and an image rotating co-observation tube; and three (3) 35mm manual cameras with flash for evidentiary photos; video zoomscope coloscope; computer, monitor, and software package, and Fuji s900 Digital camera field kit;
- viii. Maintaining evidence of malpractice insurance and other insurance as described later;
- ix. Coordination of victim services including, but not limited to, Rape Crisis Center care and referrals for follow up care;
- x. Collection and solicitation of funding from additional sources to allow expansion of S.A.N.E. Program as needed; and
- xi. Data collection to provide statistics on sexual assault in the Albuquerque Metropolitan Area as requested.
- B. The Contractor shall provide a comprehensive report on S.A.N.E Program activities to the City on a quarterly basis.
- **2.** <u>Term of Agreement.</u> The term of this Agreement shall start on upon execution, and end on June 30, 2030, unless otherwise terminated as provided herein.

## 3. Compensation and Method of Payment.

A. <u>Compensation</u>. For performing the services specified in Section 1 hereof, the City agrees to pay the Contractor up to the amount of Nine Hundred Thousand and No/100 Dollars (\$900,000.00), which includes any applicable gross receipts taxes and which amount shall not exceed One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) per fiscal year and 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.

- B. Method of Payment. Such amount shall be payable in quarterly installments of Thirty-Seven Thousand Five Hundred and No/100 Dollars (\$37,500.00) which amount includes any applicable gross receipts taxes, for the reimbursement of the Contractor's payroll, supplies, and other expenses each quarter. The city's contribution is limited to the total amount of One Hundred Thirty-Five Thousand and No/100 Dollars (\$135,000.00) per annum, which amount includes any applicable gross receipts taxes. Payments shall be made quarterly upon receipt by the City of properly documented invoices for payment as determined by the budgetary fiscal guidelines of the City and on the condition that the Contractor has accomplished the Services to the satisfaction of the City.
- C. <u>Appropriations.</u> Notwithstanding any other provision in this Agreement, the terms of this Agreement are contingent upon the City Council of the City of Albuquerque making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, or if the City Council unappropriates or deauthorizes funds during a fiscal year, this Agreement may be terminated upon thirty (30) days' written notice given by the City to all other parties to this Agreement. Such event shall not constitute an event of default. All payment obligations of the City and all of its interest in this Agreement will cease upon the date of termination. The City's determination as to whether sufficient appropriations are available or have been made shall be accepted by all parties and shall be final.
- **D.** Responsibility to Monitor Contract. The Contractor is responsible for ensuring that the Contractor does not bill for Services in an amount that exceeds the total contract amount. With each invoice submitted to the City, the Contractor shall include a ledger report that identifies the total amount the Contractor has billed for Services under this Agreement and any Supplements to this Agreement. If at any time the Contractor determines that payment for Services may or will exceed the total amount provided in this Agreement and any Supplements to this Agreement, the Contractor shall notify the City in writing, as soon as possible after making that determination. If the Contractor's billing exceeds the amount of this Agreement and any Supplements, the City may stop or delay payment, or the Services may be ceased or delayed at the City's request.
- 4. <u>Independent Contractor.</u> Neither the Contractor nor its employees are considered to be employees of the City of Albuquerque for any purpose whatsoever. The Contractor is considered as an independent contractor at all times in the performance of the Services described in Section 1. 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.

### 5. <u>Personnel.</u>

- **A.** The Contractor represents that it has, or will secure at its own expense, 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.
- **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 the 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.
- 6. <u>Indemnity.</u> The Contractor agrees to defend, indemnify, and hold harmless the City and its officials, agents, and employees from and against any and all claims, suits, demands, actions, or proceedings of any kind brought against any of those persons because of any injury or damage received or sustained by any person, persons, or property, which injury is arising out of or resulting from the Contractor's provision of goods or Services under this Agreement, or by reason of any asserted act or omission, neglect, or misconduct of the Contractor or Contractor's agents, employees or subcontractors, or the agents or employees of any subcontractor of Contractor, whether direct or indirect. The defense and indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.
- 7. Insurance. The Contractor shall procure and maintain at its expense until final payment by the City for Services covered by this Agreement, insurance policies in the kinds and amounts provided below, written with insurance companies authorized to do business in the State of New Mexico, which policies cover all operations under this Agreement, whether Services or operations are performed by Contractor or its agents. Before commencing the Services, and upon renewal of all coverages, the Contractor shall furnish to the City a certificate or certificates of insurance, in form satisfactory to the City, showing that Contractor has complied with this Section. All certificates of insurance shall be provided upon execution of this Agreement and upon any cancellation or change in the policy, and the certificates shall provide that thirty (30) days' prior written notice of any cancellation, material change to, or non-renewal of a policy be given to:

Risk Manager
Department of Finance and Administrative Services
City of Albuquerque
P.O. Box 470
Albuquerque, New Mexico 87103

Various types of required insurance may be written in one or more policies. With respect to all applicable coverages, the City shall be named an additional insured by endorsement onto the policy. Proof of this additional insured relationship shall be evidenced on the Certificate of Insurance (COI) and on the insurance endorsement. All coverages afforded shall be primary with respect to operations provided. 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. 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:

\$2,000,000.00 Per Occurrence \$2,000,000.00 Policy Aggregate

\$1,000,000.00 Products Liability/Completed Operations

\$1,000,000.00 Personal and Advertising Injury

\$ 5,000.00Medical Payments

The 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.** Commercial Automobile Liability Insurance ("CAL"): A CAL policy with not less than a \$1,000,000.00 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. The CAL policy must include coverage for the use of all owned, non-owned, and hired automobiles, vehicles and other equipment both on and off work. This CAL policy cannot be a personal automobile liability insurance policy as most personal automobile liability policies exclude coverage for work related losses.
- C. Workers' Compensation Insurance: Workers' Compensation Insurance for the Contractor's employees when required by, and in accordance with, the provisions of the Workers' Compensation Act of the State of New Mexico ("Act"). The Contractor acknowledges that it is responsible for complying and agrees to comply with the Act and related rules in performing under this Agreement. The Contractor agrees to provide proof to the City of any Workers' Compensation coverage the Contractor is required to carry at any point during the term of this Agreement. The City may terminate this Agreement if the Contractor fails to comply with this provision.
- **D. Professional Liability (Errors and Omissions) Insurance.** Professional liability (errors and omissions) insurance in an amount not less than \$1,000,000 combined single limit of liability per occurrence with a general aggregate of \$1,000,000.
- **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.
- 8. <u>Discrimination Prohibited, Civil Rights Compliance</u>. In performing the Services required hereunder, the parties hereto shall not discriminate against any person on the basis of race, color, religion, sex, gender, gender identity, sexual orientation, pregnancy, childbirth or condition related to pregnancy or childbirth, spousal affiliation, national origin, ancestry, age, physical or mental handicap or serious medical condition, or disability as defined in the Americans With Disabilities Act of 1990, as now enacted or hereafter amended, and as defined in the New Mexico Human Rights Act. The Contractor agrees to comply and act in accordance with all

provisions of the Albuquerque Human Rights Ordinance, the New Mexico Human Rights Act, the New Mexico Equal Pay for Women Act, Titles VI and VII of the U.S. Civil Rights Act of 1964, as amended, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, the Pregnant Workers Fairness Act, and all federal, New Mexico and City laws and rules related to the enforcement of civil rights. Questions regarding civil rights or affirmative action compliance requirements should be directed to the City's Office of Civil Rights.

- 9. <u>ADA Compliance</u>. In performing the Services required under the Agreement, the Contractor agrees to meet all the requirements of the Americans With Disabilities Act of 1990, the Pregnant Workers Fairness Act, the New Mexico Human Rights Act, and all applicable rules and regulations (the "ADA") that are imposed directly on the Contractor or that would be imposed on the City as a public entity. The Contractor agrees to be responsible for knowing all applicable requirements of the ADA and to defend, indemnify, and hold harmless the City, its officials, agents, and employees from and against any and all claims, actions, suits, or proceedings of any kind brought against any of those parties as a result of any act or omission of the Contractor or its agents in violation of the ADA.
- 10. <u>Conflict of Interest.</u> No officer, agent or employee of the City will participate in any decision relating to this Agreement which affects that person's financial interest, the financial interest of his or her spouse or minor child or the financial interest of any business in which he or she has a direct or indirect financial interest.
- 11. <u>Interest of Contractor.</u> The Contractor agrees that it presently does not have, and shall acquire no direct or indirect interest which conflicts in any manner or degree with the performance of the terms of this Agreement. The Contractor will not employ any person who has any such conflict of interest to assist the Contractor in performing the Services.
- 12. <u>No Collusion.</u> The Contractor represents 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 represents that no gratuities, in the form of entertainment, gifts or otherwise, were, or will be, offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City for the purpose or with the intention of securing: this Agreement; a subsequent Agreement; more favorable treatment with respect to this Agreement; or more favorable treatment with respect to making any determinations regarding performance under this Agreement.
- 13. <u>Debarment, Suspension, Ineligibility and Exclusion Compliance.</u> 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, the State of New Mexico, any local public body of the State, or any state of the United States. 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.
- 14. Reports and Information. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered by this Agreement. Unless otherwise

authorized by the City, the Contractor will not release any information concerning the work product including any reports or other documents prepared pursuant to this Agreement until the final product is submitted to the City.

- 15. 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.
- 16. <u>Public Records.</u> The parties acknowledge that the City is a government entity subject to the New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq., NMSA 1978). Notwithstanding any other provision of this Agreement, the City shall not be responsible to Contractor for any disclosure of Confidential Information pursuant to that Act or pursuant to the City's public records act laws, rules, regulations, instructions or any other legal requirement.
- 17. Establishment and Maintenance of Records. Records shall be maintained by the Contractor in accordance with applicable laws and requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by the City, such records shall be maintained for a period of four (4) years after receipt of final payment under this Agreement.
- 18. Audits and Inspections. At any time during normal business hours and as often as the City may deem necessary, Contractor shall make all of the Contractor's records with respect to all matters covered by this Agreement available to the City for examination. The Contractor shall allow the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data related to all matters covered by this Agreement. 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, and also agrees to provide requested information and records and to appear as a witness in hearings for the City's Board of Ethics and Campaign Practices pursuant to Article XII, Section 9 of the Albuquerque City Charter.
- 19. Ownership, 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.
- **20.** <u>Compliance With Laws.</u> In performing the Services required hereunder, the Contractor shall comply with all applicable laws, ordinances, and codes of the federal, state and local governments.
- **21.** Changes. The City may, from time to time, request changes in the Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the

Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to this Agreement.

- **22.** <u>Assignability.</u> The Contractor shall not assign or transfer any interest in this Agreement, whether by assignment or novation, without the prior written consent of the City.
- 23. Termination for Cause. If, for any reason, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any provision of this Agreement, the City has the right to terminate this Agreement by giving written notice of the termination to the Contractor and specifying a termination effective date at least five (5) days after notice is provided. 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 the City's property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed under the Agreement. Notwithstanding any other provision of this section, 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.
- 24. <u>Termination for Convenience of City.</u> The City may terminate this Agreement at any time by giving at least fifteen (15) days' notice of the termination in writing to the Contractor. If the Contract is terminated as provided herein, the Contractor will be paid an amount that bears the same ratio to the total compensation provided for under the Agreement as the Services actually performed bear to the total Services required under the Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Contractor, the Termination for Cause provision shall apply.
- **25.** 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.
- **26.** Enforcement. The Contractor agrees to pay to the City all costs and expenses, including reasonable attorneys' fees, incurred by the City in exercising any of its rights or remedies in connection with the enforcement of this Agreement.
- **27.** Entire Agreement. This Agreement, including any explicitly stated and attached exhibits, constitutes the full, final, and entire agreement of the parties and incorporates all of the conditions, agreements, understandings and negotiations between the parties concerning the subject matter of this contract, and all such agreements, conditions, understandings and negotiations have been merged into this written Agreement. No prior condition, agreement, understanding, or negotiation, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in writing in this Agreement.
- **28.** Applicable Law and Venue. This Agreement is governed by and construed and enforced in accordance with the laws of the State of New Mexico and the City of Albuquerque.

The venue for actions arising in connection with this Agreement is Bernalillo County, New Mexico.

- 29. Force Majeure. The City shall not be liable for failure to perform its obligations under this Agreement, for any loss or damage of any kind, or for any consequences resulting from delay or inability to perform, due to causes beyond the reasonable control and without the fault or negligence of the City. Such causes ("Force Majeure Events") include, but are not restricted to: acts of God or the public enemy; acts of State, Federal or local governments; shortage or inability to obtain materials; breakdowns or delays of carriers, manufacturers, or suppliers; freight embargoes; theft; fire; flood; epidemics or pandemics; quarantine restrictions; strikes; lockouts; unusually severe weather; and defaults of subcontractors due to any of the above. If a Force Majeure Event causes any failure to perform, the City shall promptly inform the Contractor in writing of such event, indicating the expected duration thereof and the period for which suspension in performance is requested. 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 the City 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.
- **30.** Electronic Signatures. Authenticated electronic signatures are legally acceptable pursuant to Section 14-16-7 NMSA 1978. The parties agree that this Agreement may be electronically signed and that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.
- **31. Approval Required.** This Agreement shall not become binding upon the City until approved by the highest required City approval authority.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement upon the date of the last signature below.

#### **CONTRACTOR:**

Approved By: Name:	Date: Title:
Approved	Date:
By: Name:	Title:

## **EXHIBIT A**

	Albuquerque SANE Budget DRAFT FY25	Total Budget	CABQ Budget
	EXPENSES ↓		
	100 & 200 - Salaries & Fringe		
101	Executive Director	100,000	15,000
	Clinical Coordinator	85,000	25,000
	Program Coordinator	52,000	15,000
	Follow-Up Nurse (PT)	10,500	5,000
	Staff SANE I(FT)	78,000	0
	Staff SANE II (FT)	70,000	0
	PRN Wages and supplemental	185,000	20,000
201	Taxes, Medicare, etc & benefits	82,000	8,000
	TOTAL PERSONNEL	662,500	88,000
	300 - Travel		_
	Mileage	1,500	0
310	Conferences	1,500	0
	TOTAL TRAVEL	3,000	0
	400 - Office Supplies & Equipment		
	Office Supplies (Staples, Amazon, postage)	6,500	0
	Design/Printing (cards, brochures, etc.)	2,500	0
	Clinic Furnishings	7,550	0
420	IT Equipment	40,000	5,000
425	Medical Equipment	60,000	5,000
	TOTAL OFFICE SUPPLIES & EQUIPMENT	116,550	10,000
	500 - Contract		
505	Accountant (& Quickbooks)	45,000	5,500
510	Audit	18,000	0
515	IT	10,000	5,000
520	Medical Director	15,000	15,000
525	Board Development	3,500	0
	CVRC flow thru		0

535	Experts	7,500	0
540	Handy man	1,200	0
545	Marketing/awareness campains	4,500	0
	TOTAL CONTRACT	104,700	25,500
	600 - Admin./Operational Costs		
605	Telecommunications	15,000	5,000
610	Insurance	18,360	10,000
615	Staff Development	12,000	0
620	Food (lunches, meetings, patient snacks)	4,500	0
625	Staff Appreciation	5,500	0
630	Community appreciation	1,000	0
640	Medical Supplies (McKesson - gloves, masks, etc.)	10,000	5,000
645	Laundry	1,500	0
650	Patient Transportation and supplies	3,600	1,500
655	Pharmacy-Meds (Rx Innovations, license renewal)	8,500	5,000
660	Repair/Maintenance (misc.)	1,200	0
665	Subscriptions/memberships	2,000	0
670	Depreciation	10,000	0
	TOTAL ADMIN./OPERATIONAL COSTS	93,160	26,500
_	TOTAL	979,910	150,000