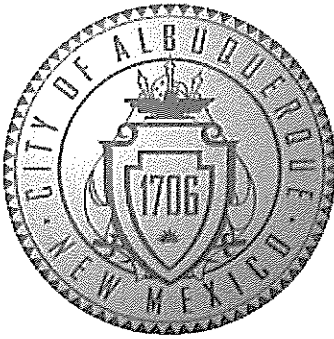


EC-24-242




Mayor Timothy M. Keller

CITY OF ALBUQUERQUE
Albuquerque, New Mexico
Office of the Mayor

INTER-OFFICE MEMORANDUM

October 2, 2024

TO: Dan Lewis, President, City Council

FROM: Timothy M. Keller, Mayor 

SUBJECT: Request Authorization of Appropriated Funds for a Social Service Agreement with Endeavors to Provide Recovery-Focused Shelter Services to Individuals Overcoming Substance Use Disorder

The City may procure social services pursuant to Section 4.C of the Social Services Contracts Procurement Rules, if there is approved appropriating documentation specifying the goal, amount and term, and the name of the Contractor. Council has appropriated these funds to the Department of Health, Housing, and Homelessness through Resolution C/S R -22-91 and Enactment No. R-2024-025. Consequently, by this request, the Department of Health, Housing, and Homelessness is seeking Council's approval to enter into a Social Services Agreement with Endeavors to provide recovery-focused shelter services to fifty (50) individuals overcoming substance use disorder at the Recovery Micro Community.

The social service agreement with Endeavors will not exceed the total amount of \$1,775,642.15, for the time period of November 1st, 2024 through June 30th, 2025.

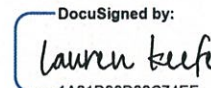
The Department of Health, Housing and Homelessness respectfully forwards this request to the Council for consideration and action.

Legislation Title: Request Authorization of Social Service Agreement with Endeavors to Provide Recovery-Focused Shelter Services to Individuals Overcoming Substance Use Disorder

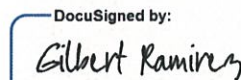
Approved:


Samantha Sengel, EdD Date
Chief Administrative Officer

Approved as to Legal Form:

DocuSigned by:
 10/10/2024 | 10:28 AM MD
1A21D98D32C74EE...
Lauren Keefe Date
City Attorney

Recommended:

DocuSigned by:
 10/7/2024 | 11:33 AM MDT
F8705DFAA0D2484...
Gilbert Ramirez, Director Date
Dept. of Health, Housing, & Homelessness

—DS

PP

Cover Analysis

1. What is it?

This is an EC to Request Authorization of Social Service Agreement with Endeavors to Provide Recovery-Focused Shelter Services to Individuals Overcoming Substance Use Disorder.

2. What will this piece of legislation do?

Authorize the agreement with Endeavors.

3. Why is this project needed?

To provide recovery-focused shelter services including support for housing stability, recovery, and overall well-being to fifty (50) individuals overcoming substance use disorder at the Recovery Micro Community.

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

Up to \$1,775,642.15 of Opioid Settlement Funds has been budgeted for the project. Funds for this project were appropriated in C/S R -22-91, LG Abatement Fund 201 and Enactment No. R-2024-025.

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

No.

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

The Department of Health, Housing, & Homelessness will not be able to contract with Endeavors to provide the services noted.

7. Is this service already provided by another entity?

There are other transitional recovery housing facilities in Albuquerque, however these existing facilities are unable to keep up with the demand for this housing type.

FISCAL IMPACT ANALYSIS

TITLE:Authorization of Social Service Agreement with Endeavors to Provide Recovery-Focused Shelter Services to Individuals Overcoming Substance Use Disorder

R:O:
FUND:201
DEPT:29_SUPP_SVCS
2960070

- [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:

	2025	Fiscal Years 2026	2027	Total
Base Salary/Wages				-
Fringe Benefits at				-
Subtotal Personnel	-	-	-	-
Operating Expenses		-		-
Property		-	-	-
Indirect Costs	-	-	-	-
Total Expenses	\$ -	\$ -	\$ -	\$ -
[X] Estimated revenues not affected				
[] Estimated revenue impact				
Revenue from program				
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: To provide recovery-focused shelter services including support for housing stability, recovery, and overall well-being to fifty (50) individuals overcoming substance use disorder at the Recovery Micro Community. Funds for this project were appropriated in C/S R -22-91 Enactment No. R-2023-023 & R-29-24 Enactment No. R -2024-025, LG Abatement Fund 201.

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

PREPARED BY:

APPROVED:

DocuSigned by:
Vicki Schwab10/7/2024 | 11:25 AM MDT

FISCAL ANALYST

DocuSigned by:
Gilbert Ramirez10/7/2024 | 11:33 AM MDT

DIRECTOR (date)

REVIEWED BY:

DocuSigned by:
Alan R. Gutowski10/7/2024 | 12:51 PM MDT

EXECUTIVE BUDGET ANALYST

DocuSigned by:
Lawrence Davis10/9/2024 | 8:46 AM MDT

BUDGET OFFICER (date)

Signed by:
Christine Boerner10/9/2024 | 9:13 AM MDT

CITY ECONOMIST

AGREEMENT

THIS AGREEMENT is made and entered into upon the final date of signature below, by and between the City of Albuquerque, New Mexico, a municipal corporation (the "City"), and Endeavors, 6363 De Zavala Rd. San Antonio, Texas 78249-6100, a non-profit corporation (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 as described herein; and

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

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

1. Goals and Objectives: The Contractor agrees to accomplish the goals and objectives set out in Exhibit A to this Agreement in a satisfactory and proper manner, as determined by the City and within the financial resources provided.
2. Scope of Services: The Contractor shall perform the services set out in Exhibit A ("Services") in a satisfactory and proper manner as determined by the City and within the financial resources provided.
3. Time of Performance: Services of the Contractor designated herein are to commence November 1, 2024, 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, 2025. The execution of this Agreement was delayed, causing a gap between November 1, 2024 and the date of execution of this Agreement. By signing this Agreement, the parties ratify all actions taken in accordance with the terms and conditions of this Agreement, from November 1, 2024 through to the execution of this Agreement. Further, the parties explicitly agree that all of the terms and conditions of this Agreement, including but not limited to insurance requirements and indemnification, are applicable continuously commencing on November 1, 2024.

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 MILLION, SEVEN HUNDRED AND SEVENTY FIVE THOUSAND, SIX HUNDRED AND FORTY TWO DOLLARS AND 15/100 DOLLARS (\$1,775,642.15), 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 B.

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, and indicate "pay now."

(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.

(5) The City and the Contractor specifically agree that although the default payment schedule for the City is "net 30," under this Agreement the Contractor will be "pay now." This Agreement authorizes that the process required for payment may begin upon receipt of the invoice by the City, rather than 30 days after the invoice date.

C. Program Income: Program Income refers to the gross income earned by the Contractor from City-supported activities. Program Income shall be treated as described in the *Administrative Requirements for Social Services Contracts Awarded Under the City of Albuquerque*, Section 13.B. Accounting for Program Income, as amended.

D. Responsibility to Monitor Contract: Contractor shall be 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.

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 in writing and 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. 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 City staff to monitor and evaluate the performance of the above mentioned Scope of Services. It is understood that City 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. 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 Social Services Contracts Awarded Under the City of Albuquerque*, as amended.

11. Appropriations: 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 un-appropriates 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.
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.
 - 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 Social Services Contracts Awarded Under the City of Albuquerque*, as amended.
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, 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 the 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.
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 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. 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:
 - \$1,000,000.00 Per Occurrence (or \$1,000,000 CGL and \$1,000,000 umbrella)
 - \$2,000,000.00 Policy Aggregate
 - \$1,000,000.00 Products Liability/Completed Operations

\$1,000,000.00 Personal and Advertising Injury
\$5,000.00 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. 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 must have three (3) or more employees to trigger the Act's workers' compensation insurance requirement. Per the Act, this number includes the owner of the business.
 - 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. Sexual Abuse Molestation Coverage: Sexual abuse molestation 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. This coverage should be required, unless specific circumstances that eliminate potential risks indicate otherwise, if the vendor/contractor will be working with, or in physical or virtual contact with, children under the age of 18 or a compromised client base (deaf and hard of hearing, blind, senior and older adults, persons with mental disabilities, intellectual disabilities and/or have a developmental disability).
 - F. Cyber Liability Coverage: Cyber liability insurance in an amount not less than \$2,000,000 combined single limit of liability per occurrence with a general aggregate of \$2,000,000. This coverage should be required, unless specific circumstances that eliminate potential risks indicate otherwise, if the vendor/contractor may have cybernetic access to the City's confidential information, taxpayer data, information technology, personnel, healthcare, accounting, or finance systems.
 - G. 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 relevant to this Agreement in making its award, and the Contractor warrants the accuracy of all representations made by the Contractor 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 Health, Housing & Homelessness
 P.O. Box 1293
 Albuquerque, NM 87103

or for hand delivery:

Director, Department of Health, Housing & Homelessness
 400 Marquette NW, 5th Floor, Room 504

Albuquerque, NM 87102

For Contractor, notices may be sent to:

Chip Fulghum
Chief Executive Officer
Endeavors Corporate Office
6363 De Zavala Rd.
San Antonio, Texas 78249

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 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.
- (2) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual preference, sexual orientation, gender identity, age, national origin or ancestry, physical or mental handicap, disability, or Vietnam era or disabled veteran status.
- (3) 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.

- (4) The Contractor shall 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 shall 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, gender identity, 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) the 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 Social Services Contracts Awarded Under the City of Albuquerque*, 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.* ROA 1994 and Inspector General Ordinance, §2-17-1 *et seq.* ROA 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 regarding the performance of 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 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 City, 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.
 - D. Data and information provided to the Contractor by the City, and data and information collected by the Contractor as part of its performance under this Agreement, belongs to the City and is City property. Such data and information shall be returned to the City upon the term or termination of the Agreement unless the City provides written authorization for the Contractor to retain any such data or information.
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.* ROA 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 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 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 compliance with 2 CFR 200, Subpart F – Audit Requirements, as applicable. 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 2 CFR 200, Subpart F, 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 person 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 Social Services Contracts Awarded Under the City of Albuquerque*, as amended, and understands that failure to comply with the *Administrative Requirements* shall constitute grounds for termination of this Agreement. Should any term or condition of this Agreement violate any federal, State or local requirement, the Contractor must comply with the federal State or local requirement. Should it come to the Contractor's attention that a term or condition of this Agreement violates any federal, State or local requirement, the Contractor will immediately bring such conflict to the attention of the City, in writing.

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, including all Exhibits thereto, 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. 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; floods; 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.

34. 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.
35. 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.
36. 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.
37. 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.
38. 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.
39. 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.
40. Business Associate Agreement: The parties agree to comply with the terms and conditions

of the Business Associate Agreement, attached as Exhibit C to this Agreement.

41. 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.
42. 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 the Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

SIGNATURES ON NEXT PAGE

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

CONTRACTOR:

Company: Endeavors

Approved By: _____
Name: _____

Date: _____
Title: _____

CITY OF ALBUQUERQUE:

No additional directors

Name: _____

Date: _____
Title: _____

Name: _____

Date: _____
Title: _____

Name: _____

Date: _____
Title: _____

EXHIBIT A
FY2025 SCOPE OF SERVICES

ENDEAVORS: GATEWAY RECOVERY MICRO COMMUNITY

A. Goals and Objectives:

1. 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.
2. To increase Housing Stability and Increased Individual Resilience by providing recovery-focused shelter services and comprehensive support for housing stability, recovery, and overall well-being for guests overcoming substance use disorder (SUD) and other challenges.

B. Scope of Services:

The Contractor shall perform the following services in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds and within the financial resources of this agreement for the purpose of providing housing and treatment to up to fifty (50) guests who are single adults released or discharged from a treatment facility or detention center, are unhoused, and have a substance use disorder in early recovery. The contractor will ensure clients can access health and wellness services to support their recovery such as, but not limited to, counseling, case management, peer support, wellness classes, and job supportive services.

Output 1: Operate the Gateway to Recovery Micro Community to provide recovery-focused shelter services and comprehensive support for unhoused single adults with a substance use disorder in early recovery. Services shall include, but are not limited to:

Managing site operations on a 24/7 basis in a safe and respectful manner:

- a. Providing oversight, coordination, and scheduling for site safety and access monitoring.
- b. Conducting daily facility checks to ensure safe and sanitary conditions are maintained for guests.
- c. Coordination among all staff to support operational processes and recovery support services. Conduct weekly joint/multi-disciplinary staff meetings to ensure clients have multiple levels of support and successfully meet their goals.
- d. Assembling and communicating daily census of residents to designated City staff.
- e. Collaborate with the City's Department of Health, Housing, & Homelessness to organize volunteers and/or support activities when appropriate.
- f. Provide daily essential support services to include meal counts, meal delivery and distribution; laundry; hygiene services; room checks; transportation; and security coordination.

- g. Hold twice monthly meetings with guests to foster community and to hear concerns and ideas for new services.

Outcome 1A: 100% of Gateway Recovery Micro Community Residents will have daily contact with on-site staff to facilitate recovery, wellness, and safety.

Outcome 1B: Ensure 100% of clients receive daily support services essential to their health and recovery.

Output 2: Develop and manage eligibility criteria, intake of guests, and discharge processes for guests in collaboration with the City.

- a. Develop policies and procedures, a guest handbook outlining expectations and rules, safe living contracts, and guest agreement stating guest is voluntarily agreeing to be admitted to the program at and participate in treatment.
- b. Review guest documents with each guest prior to admission and a signed guest agreement is required for admission into the program.
- c. Ensure there is a Release of Information (ROI) system in place for residents if authorization for information sharing with community partners and the City is needed.
- d. Conduct intake interviews, provide orientation, communicate to guests their rights and responsibilities, timelines, and requirements to maintain residency.
- e. The intake process will include offering the VI-SPDAT and registration with the Coordinated Entry System which is administered by the NM Coalition to End Homelessness.
- f. Utilize a City-approved, HIPAA compliant data system to enter and update data records for guests.
- g. Assessment of goal completion resulting a successful discharge and includes the guest exiting into stable housing and/or sustainable living situations.

Outcome 2: 60% of clients will be successfully discharged from the shelter within 6 months.

Output 3: Track and report the following:

- a. Number of residents that stay six months or less and exit into stable housing.
- b. The reason for exit for all residents.
- c. Where guests were exited to, if that information is available.

Output 4: The Contractor shall provide recovery-centered case management services to all guests sheltered at Gateway Recovery to support their connection to permanent housing, medical/behavioral health services and other social support services.

Outcome 4: 100% of all guests will be assigned a Case Manager upon intake and will have an Individual Service Plan developed within the first two weeks of their entrance into the program.

Output 5: Assess and screen all clients for suicide risk, substance use disorder (SUD), urgent mental health needs, and other harm-related risks. Provide addiction therapy services, including daily individual and group therapy sessions and facilitation of AA/NA meetings.

Outcome 5A: 100% of clients will have a treatment plan within 2 weeks of entrance into the program.

Outcome 5B: 90% of clients will attain at least one goal during monthly review of treatment plans.

C. Service Implementation and Reporting:

1. The Contractor shall hire qualified staff and maintain adequate staffing levels at all times to provide consistent, recovery-centered services for up to fifty (50) guests on a 24/7 basis. Site staff shall include, but are not limited to, licensed clinicians; Peer Support Specialists; Certified Wellness Practitioners; Behavioral Health Case Managers; Intake Coordinators; and shelter support staff.
 - Peer Support Specialists will provide wellness recovery-assisted programming in individual and group formats to ensure clients are supported in their recovery goals.
 - Case Managers, utilizing the needs assessments and individualized service and/or treatment plans, will connect clients to community services that support their needs and goals. These include life skills (job supportive services, anger management, conflict resolution), securing benefits, and housing.
 - Wellness Specialists will provide daily trauma-informed recovery groups, mindful-based stress reduction training, nutritional education and support, physical fitness classes, and health assessments.
 - Licensed Mental Health Providers will complete mental health assessments and individualized treatment plans, provide daily group treatment to support recovery, reach goals and discharge, and individual sessions to address addiction and support the client's motivation for change.
2. The Contractor shall report monthly on the **average staff-to-client ratio** during both daytime and nighttime shifts and the **average number of hours each client engages with staff per week** (broken down by staff type, such as case managers or wellness practitioners).
 - Daytime staffing should maintain a **1:15 staff-to-client ratio** (1 staff member per 15 clients). This ensures that clients can access timely support and services. For

nighttime shifts, a **1:20 ratio** can be used due to decreased activity but should still provide enough staff to monitor the safety and needs of clients.

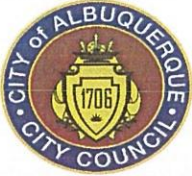
3. Provide training for all staff in trauma-informed care (TIC), Motivational Interviewing (MI), Mental Health First Aid, SMART Goals, Substance Use Disorder (SUD), Narcan Administration, CPR and First Aid, the Zero Suicide Initiative Framework, and crisis management to ensure that clients receive the highest standard and continuity of care.
4. Develop and maintain operational policies and procedures in coordination with the City.
5. Promote mental and physical health services, including trauma-informed care, crisis intervention, and mental health first aid.
6. Organize client wellness activities, incorporating both traditional and holistic health practices.
7. Enter complete and accurate data promptly in the Homeless Management Information System (HMIS) per existing HMIS standards.
8. Document and track the substance of choice and provide in monthly reports to the City.
9. Report the number of unduplicated clients served at the Gateway Recovery Micro-Community location during the term of the Agreement, including a weekly report that includes active clients due every Monday by 8:00 am to the Department Director of Health, Housing, & Homelessness, or designee, and as requested by the City.
10. The Contractor agrees to research and apply to become an enrolled New Mexico Medicaid provider.
11. The Contractor shall make every effort to bill Medicaid for eligible services in order to maximize services for non-Medicaid clients or non-Medicaid covered expenses as described in the section detailing the use of Program Income in the *Administrative Requirements*. The contractor must submit an application to become a New Mexico Medicaid provider within 6 months of the contract start date. Within 30 days of submission, the contractor will provide the City with an update on the application status and any additional requirements. Within 12 months, the contractor will report on their progress in billing Medicaid, including the number of claims submitted and revenue generated.
12. The Contractor will design program in such a way as to achieve equitable service provision and equitable results among clients served. Contractor will report out on outcome 2 among different race and ethnicity populations served.

13. The Contractor shall participate in the implementation of a social services referral platform, currently Unite Us, including attending training and responding to referrals received through the platform. This may include administration of a City-approved Social Determinants of Health Screening Tool when a client/participant engages and exits funded services, or annually depending on length of stay in services, participation in data sharing with other community and social organizations on program activities with consent of the clients served, and sharing aggregate and non-medical client data with the City and other City-funded partners.
14. The Contractor will submit Quarterly Reports which consists of three forms: Part A includes aggregate results from agency data collection tools. Part B is a narrative highlighting connection to supportive resources, identification of barriers to serve comprehensive needs of clients, and suggested solutions to address barriers to obtaining services. Part C provides client demographics.
15. The Contractor will adhere to best practices and state and federal regulations when utilizing telehealth services when such services are in the best interest of the health of the client. The Contractor is responsible for remaining current with regard to requirements surrounding telehealth. General state requirements for telehealth can be found at <https://www.hsd.state.nm.us/> and federal requirements at <https://telehealth.hhs.gov/>.
16. The Contractor shall abide by the current version of the Department of Health, Housing and Homelessness' *Albuquerque Minimum Standards for Substance Abuse Treatment and Prevention Services*, as applicable.
17. Cooperate with any City, State, or Federal program data collection and evaluation efforts by providing the requested information for services delivered.
18. Comply with the City's request to update the agency's program profile, as needed, for the City's Homeless website and 311 system.
19. Participate in networking activities as designated by the City, including but not limited to two networking meetings per program year.

D. Related Service Functions:

1. The agency shall engage with and be responsive to neighborhood residents, businesses and property owners who are located near Gateway Recovery.
2. Gateway Recovery shall be kept maintained, cleaned and in good condition.
3. Public sidewalks and other rights of ways directly adjacent to Gateway Recovery, shall be kept free of obstruction.


R-2023-023



CITY OF ALBUQUERQUE CITY COUNCIL

INTEROFFICE MEMORANDUM

TO: Ethan Watson, City Clerk

FROM: Chris Melendrez, Director, Council Services 

SUBJECT: Mayor's Line Item Veto of R-22-91 Adjusting Fiscal Year 2022 Appropriations For Certain Funds And Programs To Provide For Actual Expenditures; Adjusting Fiscal Year 2023 Operating Appropriations; And Appropriating Capital Funds (Bassan, by request)

DATE: March 28, 2023

Council Bill No. R-22-91 adopted by the Council on February 22, 2023 was line-item vetoed by the Mayor via EC-23-259.

On March 20, 2023 the Council declined to Override the Mayor's line-item veto by a vote of 4 FOR and 5 AGAINST, therefore the Mayor's line-item veto is sustained.

For Override: Bassan, Grout, Lewis, Sanchez
Against Override: Benton, Davis, Fiebelkorn, Jones, Peña

I have attached the resolution as adopted by the Council, signed by the Council President, and as line-item vetoed by the Mayor. Please process the enactment as soon as possible.




TIMOTHY M. KELLER, MAYOR

CITY OF ALBUQUERQUE
OFFICE OF THE MAYOR/ CHIEF ADMINISTRATIVE OFFICE

INTEROFFICE MEMORANDUM

TO: CITY COUNCIL

FROM: TIMOTHY M. KELLER, MAYOR 

SUBJECT: LINE ITEM VETO OF R-22-91 ADJUSTING FISCAL YEAR 2022 APPROPRIATIONS FOR CERTAIN FUNDS AND PROGRAMS TO PROVIDE FOR ACTUAL EXPENDITURES; ADJUSTING FISCAL YEAR 2023 OPERATING APPROPRIATIONS; AND APPROPRIATING CAPITAL FUNDS (BASSAN, BY REQUEST)

DATE: MARCH 8, 2023

After careful review of R-22-91, I am exercising my line-item veto authority on Section 10 restricting the use of budget savings from April 1, 2023 to June 20, 2023 to personnel costs. This language was offered by my Administration as an alternative to the proposed amendment to Section 7 reserving \$12,000,000 in the General Fund in Fiscal Year 2023 from estimated personnel and operational savings, working capital balance and/or additional revenues for Fiscal Year 2023. However, the two competing amendments when combined would severely limit our ability to close out the year and effectively deliver expected services and programs.

I have tremendous respect for the separation of powers in the City Charter, including the Council's appropriating duty, and the executive's responsibility to work within the budget and run the City consistent with that approved budget. We believe that these two amendments when combined, infringe upon that separation of powers fundamental to the executive's responsibility to administer and

**CITY OF ALBUQUERQUE
CITY COUNCIL**

INTEROFFICE MEMORANDUM

TO: Timothy M. Keller, Mayor

FROM: Chris Melendrez, Director of Council Services *WML/3-2-23*

SUBJECT: Transmittal of Legislation

Transmitted herewith is Bill No. R-22-91 Adjusting Fiscal Year 2022 Appropriations For Certain Funds And Programs To Provide For Actual Expenditures; Adjusting Fiscal Year 2023 Operating Appropriations; And Appropriating Capital Funds (Bassan, by request), which was passed at the Council meeting of February 22, 2023, by a vote of 9 FOR AND 0 AGAINST.

In accordance with the provisions of the City Charter, your action is respectfully requested.

CITY of ALBUQUERQUE

TWENTY-FIFTH COUNCIL

COUNCIL BILL NO. R-22-91 ENACTMENT NO. R-2023-023

SPONSORED BY: Brook Bassan by request

1 RESOLUTION

2 ADJUSTING FISCAL YEAR 2022 APPROPRIATIONS FOR CERTAIN FUNDS AND
3 PROGRAMS TO PROVIDE FOR ACTUAL EXPENDITURES; ADJUSTING FISCAL
4 YEAR 2023 OPERATING APPROPRIATIONS; AND APPROPRIATING CAPITAL
5 FUNDS.

6 WHEREAS, expenditures in certain funds in Fiscal Year 2022 are projected
7 to exceed appropriations; and

8 WHEREAS, fund balance or revenues are available to fund these over
9 expenditures or adjustments; and

10 WHEREAS, adjustments are required for Fiscal Year 2023 appropriations;
11 and

12 WHEREAS, appropriation adjustments for the operation of the City
13 government must be approved by the Council.

14 BE IT RESOLVED BY THE COUNCIL, THE GOVERNING BODY OF THE CITY OF
15 ALBUQUERQUE:

16 Section 1. That the following amounts are hereby adjusted to certain
17 programs from unreserved fund balance, working capital balance and/or
18 additional revenues for Fiscal Year 2022:

19 GENERAL FUND – 110

20 Fire Department

21 Emergency Response/Field Operations 555,000

22 City Support Functions

23 Dues and Memberships 35,000

24 Early Retirement 5,715,000

25 GRT Administration Fee 787,000

26 CITY/COUNTY FACILITIES FUND – 290

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1 Municipal Development Department

2 C/C Bldg (6,581,505)

3 Transfer to Other Funds:

4 Transfer to Capital Acquisition Fund (305) 6,581,505

5 GENERAL OBLIGATION BOND DEBT SERVICE FUND - 415

6 City Support Functions

7 General Obligation Bond Debt Service 11,465,000

8 PARKING FACILITIES OPERATING FUND – 641

9 Municipal Development Department

10 Parking Services 168,000

11 TRANSIT OPERATING FUND – 661

12 Transit Department

13 ABQ Rapid Transit (3,333,000)

14 Facility Maintenance (317,000)

15 Transfer to Other Funds:

16 Transfer to Transit Capital Fund (665) 3,650,000

17 GROUP SELF-INSURANCE FUND - 710

18 Human Resources Department

19 Group Self Insurance 147,000

20 FLEET MANAGEMENT FUND – 725

21 Finance and Administrative Services

22 Fleet Management 952,000

23 Section 2. That the following appropriations are hereby made to the Capital

24 Program to the specific funds and projects as indicated below for Fiscal Year

25 2022:

26 Municipal Development/Fund 305

27 C/C Bldg Transfer from Fund 290 6,581,505

28 Transit/Fund 665

29 BRT Small Start 5309 Grant Transfer from Fund 661 3,650,000

30 Section 3. That the following technical correction be made to the program

31 name within C/S R-22-24 for Municipal Development Department Fund 110: On

32 page 5, line 18, replace “Streets with Street Services’ and on page 5, line 19,

33 replace “Street Services” with “Streets”.

1 Section 4. That the following technical correction be made to the program
2 name within C/S R-22-24 for Group Self Insurance Fund 710: On page 11, line 27
3 entitled "Insurance and Administration", change to "Group Self Insurance".

4 Section 5. That the amount of \$4,300,000 reserved in C/S R-22-24 for
5 retention incentive for City employees in Fiscal Year 2023 is hereby unreserved
6 and appropriated for its intended purpose.

7 Section 6. That the amount of \$12,000,000 reserved in C/S R-22-24 for the
8 EDA Downtown Valley Project in Fiscal Year 2023 is hereby unreserved.

9 Section 7. That the amount of \$8,000,000 is hereby reserved in the General
10 Fund in Fiscal Year 2023 for personnel wage equity initiatives and upon
11 administrative approval of wage equity initiatives the amount is hereby
12 unreserved and will be distributed to the respective departments and programs
13 by the Office of Budget and Management. That the amount of \$12,000,000 is
14 hereby reserved in the General Fund in Fiscal Year 2023 from estimated
15 personnel and operational savings, working capital balance and/or additional
16 revenues for Fiscal Year 2023. The Office of Management and Budget will
17 reduce certain program budgets after review of 2nd Quarter projections and will
18 notify Council which programs were reduced by the March 6, 2023 Council
19 meeting.

20 Section 8. That the following amounts are hereby appropriated to the
21 following programs from unreserved fund balance and/or working capital
22 balance for Fiscal Year 2023:

23 GENERAL FUND – 110

24 Animal Welfare Department

25 Animal Care Center 2,174,000

26 Arts and Culture Department

27 Biological Park 201,000

28 CABQ Media 8,000

29 CIP Bio Park 3,000

30 Community Events 56,000

31 Museum 38,000

32 Museum-Balloon 12,000

33 Public Arts and Urban Enhancement 7,000

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1	Public Library	254,000
2	Strategic Support	19,000
3	Chief Administrative Officer Department	
4	Chief Administrative Office	8,000
5	City Support	
6	Transfer to Other Funds:	
7	Operating Grants Fund (265)	2,000,000
8	Capital Acquisition Fund (305)	11,041,000
9	Civilian Police Oversight Agency	
10	Civilian Police Oversight Agency	195,000
11	Community Safety Department	
12	Strategic Support	29,000
13	Field Response	49,000
14	Council Services Department	
15	Council Services	391,000
16	Economic Development Department	
17	Economic Development	10,000
18	Economic Development Investment	(1,000,000)
19	Office of MRA	(2,998,000)
20	Transfer to Other Funds:	
21	Transfer to MRA Fund 275	4,000,000
22	Environmental Health Department	
23	Consumer Health	17,000
24	Environmental Services	2,000
25	Strategic Support	1,006,000
26	Urban Biology	4,000
27	Family and Community Services Department	
28	Affordable Housing	(1,899,000)
29	Child and Family Development	127,000
30	Community Recreation	91,000
31	Educational Initiatives	5,000
32	Emergency Shelter	5,000
33	Health and Human Services	30,000

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1	Homeless Support Services	7,000
2	Mental Health	4,000
3	Strategic Support	25,000
4	Substance Abuse	8,000
5	Transfer to other Funds:	
6	Capital Acquisition Fund (305)	30,000
7	\$30,000 is designated for the purpose of Mural Restoration at Kirtland	
8	Park/Thomas Bell Community Center.	
9	Finance and Administrative Department	
10	Accounting	31,000
11	Office of Management and Budget	2,000
12	Purchasing	20,000
13	Strategic Support	(200,000)
14	Treasury	8,000
15	Fire Department	
16	Dispatch	3,000
17	Emergency Services	6,000
18	Fire Prevention/FMO	128,000
19	Headquarters	13,000
20	Logistics/Planning	32,000
21	Office of Emergency Management	98,000
22	Training	2,000
23	General Services Department	
24	Energy and Sustainability	3,000
25	Facilities	(4,956,000)
26	Gibson Health Hub	(4,996,000)
27	Security	602,000
28	Human Resources Department	
29	Personnel Services	23,000
30	Legal Department	
31	Legal Services	98,000
32	Office of Equity and Inclusion	6,000
33	Mayor's Office	

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1	Mayor's Office	6,000
2	Municipal Development Department	
3	Construction	13,000
4	Design Recovered CIP	14,000
5	Design Recovered Storm	17,000
6	Real Property	7,000
7	Storm Drainage	14,000
8	Strategic Support	(426,000)
9	Streets	33,000
10	Street Services	46,000
11	Transfer to other Funds:	
12	Capital Acquisition Fund (305)	825,000
13	\$650,000 is designated for Broadway Blvd Pedestrian Multi-Modal	
14	Streetscaping Improvements. \$150,000 is designated for Odelia Road	
15	Striping Improvements from Broadway to University. \$25,000 is designated	
16	for Rio Grande Road Improvements.	
17	Office of the City Clerk	
18	Administrative Hearing Office	(147,000)
19	Office of the City Clerk	189,000
20	Office of Inspector General	
21	Office of Inspector General	3,000
22	Office of Internal Audit and Investigations	
23	Internal Audit	6,000
24	Parks and Recreation Department	
25	Aquatic Services	37,000
26	CIP Funded Employees	26,000
27	Golf	50,000
28	Open Space Management	(90,000)
29	Parks Management	(491,000)
30	Recreation	46,000
31	Strategic Support	(686,000)
32	Transfer to Other Funds:	
33	Capital Acquisition Fund (305)	1,670,000

1	\$120,000 is designated for Los Duranes Park Exterior Lighting	
2	Planning Department	
3	Code Enforcement	80,000
4	One Stop Shop	105,000
5	Strategic Support	1,726,000
6	Urban Design and Development	21,000
7	Police Department	
8	Administrative Support	125,000
9	Investigative Services	213,000
10	Neighborhood Policing	141,000
11	Office of the Superintendent	256,000
12	Prisoner Transport	39,000
13	Professional Accountability	252,000
14	Senior Affairs Department	
15	Basic Services	20,000
16	Strategic Support	9,000
17	Well Being	146,000
18	Technology and Innovation Department	
19	AGIS	(546,000)
20	Citizen Services	71,000
21	Data Management for APD	7,000
22	Information Services	58,000
23	<u>LG Abatement Fund – 201</u>	
24	Family and Community Services Department	
25	Treatment of Opioid Use Disorder	2,407,000
26	These funds are designated for treatment of Opioid Use Disorder, including but	
27	not limited to, expanding availability and access to treatment, increasing	
28	program oversight, intervention services, and trauma treatment.	
29	Supportive Services for Treatment and Recovery	1,204,000
30	These funds are designated for the support of persons in recovery from Opioid	
31	Use Disorder, including but not limited to, providing comprehensive wrap-	
32	around services and full continuum of care, counseling, access to housing,	
33	community support services, transportation, training and education.	

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1	Other Strategies	1,204,000
2	These funds are designated for other Opioid treatment support programs	
3	including but not limited to, connecting people with the care needed, training for	
4	emergency medical personnel, supporting first responders, peer support	
5	programs, addressing the needs of criminal justice-involved persons,	
6	addressing the needs of pregnant or parenting women, and over prescription	
7	prevention and education.	
8	<u>COMMUNITY DEVELOPMENT FUND – 205</u>	
9	Family and Community Services Department	
10	Community Development Block Grant	(5,163,000)
11	<u>SENIOR SERVICES PROVIDER FUND – 250</u>	
12	Senior Affairs Department	
13	Senior Services Provider	1,982,000
14	<u>OPERATING GRANTS FUND – 265</u>	
15	Family and Community Services Department	
16	Housing Vouchers	2,000,000
17	Finance and Administrative Services Department	
18	ARPA Administrative	296,653
19	<u>LAW ENFORCEMENT PROTECTION PROJECTS FUND – 280</u>	
20	Police Department	
21	Law Enforcement Protection Act	672,000
22	Crime Lab	200,000
23	Law Enforcement Recruitment Fund (LERF)	5,000,000
24	Law Enforcement Retention Fund (LERF-DPS)	495,000
25	<u>GAS TAX ROAD FUND - 282</u>	
26	Municipal Development Department	
27	Street Services	18,000
28	<u>AVIATION OPERATING FUND – 611</u>	
29	Aviation Department	
30	Transfer to Capital Acquisition Fund (305)	40,000
31	<u>REFUSE DISPOSAL OPERATING FUND – 651</u>	
32	Solid Waste Management Department	
33	Clean City	1,500,000

1	Transfer to Other Funds:	
2	Transfer to Capital Acquisition Fund (305)	27,000
3	<u>TRANSIT OPERATING FUND – 661</u>	
4	Transit Department	
5	ABQ Rapid Transit	13,000
6	ABQ Ride	400,000
7	Facility Maintenance	17,000
8	Paratransit Services	126,000
9	Strategic Support	33,000
10	Transfer to Other Funds:	
11	Transfer to Capital Acquisition Fund (305)	27,000
12	<u>SPORTS STADIUM OPERATING FUND – 691</u>	
13	General Services Department	
14	Stadium Operations	2,000

15 Section 9. That the following appropriations are hereby made to the Capital
 16 Program to the specific funds and projects as indicated below for Fiscal Year
 17 2023:

18	<u>Department/Fund</u>	<u>Source</u>	<u>Amount</u>
19	<u>Metropolitan Redevelopment Agency/Fund 275</u>		
20	Brownsfield	Contrib. in Aid	
21	The scope of the project is to provide brownfield remediation loans according to		
22	EPA Brownfield Revolving Loan Fund (BL98667301) Close Out Agreement		
23	(CCN202000531)		
24	Property Management	Misc. Revenues	(139,119)
25	Transfer to F110 Abq Dev	Misc. Revenues	119,821
26	Downtown Redevelopment	Misc. Revenues	1,000
27	Social Security Sidewalks	Misc. Revenues	53,774
28	Social Security Barricades	Misc. Revenues	50,000
29	Office of Economic Dev.	Misc. Revenues	(23,384)
30	Com Eco Trn Prog	Misc. Revenues	(44,894)
31	Sawmill Comm Land Trust	Misc. Revenues	489
32	Railyard Development	Misc. Revenues	19,000
33	MRA Account	Misc. Revenues/Trnf from F110	5,159,454

1	Railyard Film	Misc. Revenues	21,000
2	East Downtown	Misc. Revenues	645,280
3	The scope of the project is for the redevelopment of Central Avenue from First		
4	Street east to 1-25.		
5	Sawmill Arts & Entertainment		
6	The scope of the project is for the development of the Sawmill Arts &		
7	Entertainment District within the Sawmill/Wells Park Metropolitan		
8	Redevelopment Area.		
9	Metro Redevelopment	Misc. Revenues	13,022
10	<u>Council Services/Fund 305</u>		
11	Council Projects	Transfer from Fund 110	150,000
12	<u>Finance and Administration/Fund 305</u>		
13	Lease Administration	Transfer from Fund 110	41,000
14	Lease Administration	Transfer from Fund 611	40,000
15	Lease Administration	Transfer from Fund 651	27,000
16	Lease Administration	Transfer from Fund 661	27,000
17	<u>General Services/Fund 305</u>		
18	GSD City Vehicles	Transfer from Fund 110	850,000
19	City Building Renovations	Transfer from Fund 110	3,000,000
20	Of this amount, \$1,000,000 is allocated to renovations and improvements to the		
21	Ninth Floor of City of Albuquerque Government Center.		
22	<u>Municipal Development/Fund 305</u>		
23	City Building Improv. & Rehab	Transfer from Fund 110	7,000,000
24	<u>Parks and Recreation/Fund 305</u>		
25	Urban Forestry	Transfer from Fund 110	200,000
26	2% Open Space Land Acq. '21	Transfer from Fund 110	150,000
27	USS Albuquerque Sail Project	Transfer from Fund 110	700,000
28	Urban Tree Canopy Grant Prgm	Transfer from Fund 110	500,000
29	Section 10: That in order to help maintain structural balance in the General		
30	Fund for Fiscal Year 2024, from April 1, 2023 to June 30, 2023, all budget savings		
31	resulting from vacant budgeted positions for the fourth quarter, referred to as		
32	"salary savings", must not be expended for any other purpose than personnel		
33	costs.		

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1 PASSED AND ADOPTED THIS 22nd DAY OF February, 2023
2 BY A VOTE OF: 9 FOR 0 AGAINST.

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9 Pat Davis, President
10 City Council
11

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14 APPROVED THIS 9 DAY OF March, 2023
15


16
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18 Bill No. R-22-91
19

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21 
22

23 Timothy M. Keller, Mayor
24 City of Albuquerque

25 On March 20, 2023 the Council declined to Override the Mayor's
26 line-item veto by a vote of 4 FOR and 5 AGAINST, therefore the
Mayor's line-item veto is sustained. See March 20, 2023 Journal
27 for vote details.

28 ATTEST:

29 

30 Ethan Watson, City Clerk
31
32
33

CITY of ALBUQUERQUE

TWENTY SIXTH COUNCIL

COUNCIL BILL NO. R-24-29 ENACTMENT NO. R. 2024.025

SPONSORED BY: Joaquín Baca, by request

1 RESOLUTION

2 APPROPRIATION OF OPIOID SETTLEMENT FUNDS.

3 WHEREAS, opioid abuse has devastated communities across the nation,
4 causing immense suffering, loss of life, and economic hardship; and

5 WHEREAS, legal action against opioid manufacturers and distributors have
6 resulted in substantial settlement funds aimed at addressing the widespread
7 damages caused by this crisis; and

8 WHEREAS, investing in addiction treatment programs and rehabilitation
9 services can help individuals struggling with opioid addiction to recover and
10 rebuild their lives; and

11 WHEREAS, providing resources for mental and behavioral health services
12 can help to address the underlying issues that contribute to substance abuse
13 and support individuals in achieving lasting recovery; and

14 WHEREAS, the federal Substance Abuse and Mental Health Services
15 Administration (SAMHSA) identifies 'Recovery Housing,' also known as Sober
16 Living Homes, as a vital component to the continuums of affordable housing
17 because sober living homes replicate normal, everyday life situations while
18 instilling healthy habits, helping to reduce the chance of relapse; and

19 WHEREAS, recovery housing acts as a supplement to an individual's
20 recovery and is an alternative to going from an immersive care environment
21 straight to a totally unstructured environment at home; and

22 WHEREAS, Recovery Residences are also designed for specific/special
23 populations such as language, gender, women with children, age, re-occurring
24 problems, medication status, prison reentry to society after incarceration, and
25 those that are unhoused; and

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1 WHEREAS, the Substance Abuse and Mental Health Services
2 Administration (SAMHSA) has released a *Best Practices for Recovery Housing*
3 Guide that informs service types and models for implementation; and

4 WHEREAS, the City Council adopted R-23-174 that requires City Council
5 approval to appropriate any opioid settlement funds.

6 BE IT RESOLVED BY THE COUNCIL, THE GOVERNING BODY OF THE CITY OF
7 ALBUQUERQUE:

8 SECTION 1. APPROPRIATION. That opioid settlement funds in the amount
9 of \$5,000,000.00 are hereby appropriated from Fund 201 to the Family and
10 Community Services department.

11 SECTION 2. USE OF FUNDS.

12 A. The funds appropriated in Section 1 of this bill are to be used for
13 acquisition, renovation, or expansion of transitional recovery temporary
14 housing shelters as well as providing transitional recovery housing vouchers
15 attached to the units and/or for operational funding to support a project-based
16 recovery housing campus and solicitation for an operator of the transitional
17 recovery housing project.

18 B. No temporary housing facility funded by Opioid Settlement funds as
19 outlined in this bill shall commence operations until a formal contract for
20 Opioid treatment services, detailing specific treatment protocols and provider
21 agreements, has been duly executed.

22 C. The transitional recovery housing project funded by this bill shall be
23 located in City Council District 2 or within 0.5 miles of the boundaries of City
24 Council District 2.

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1 PASSED AND ADOPTED THIS 15th DAY OF April, 2024
2 BY A VOTE OF: 5 FOR 4 AGAINST.

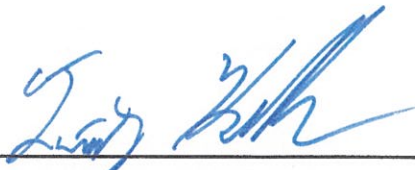
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4 For: Baca, Bassan, Champine, Peña, Rogers
5 Against: Fiebelkorn, Grout, Lewis, Sanchez
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11 Dan Lewis, President
12 City Council
13
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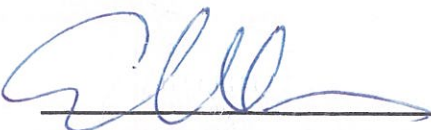
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16 APPROVED THIS 26 DAY OF April, 2024
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19
20 Bill No. R-24-29

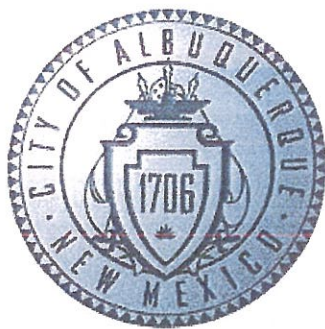
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24 Timothy M. Keller, Mayor
25 City of Albuquerque
26

27 ATTEST:

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30 Ethan Watson, City Clerk
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33



CITY OF ALBUQUERQUE
Albuquerque, New Mexico
Office of the Mayor

Mayor Timothy M. Keller

INTER-OFFICE MEMORANDUM

March 11th, 2024

TO: Dan Lewis, President, City Council


FROM: Timothy M. Keller, Mayor 


SUBJECT: Resolution to appropriate opioid settlement funds

The attached resolution proposes to appropriate \$5,000,000 of opioid settlement funds for the acquisition, renovation, or expansion of transitional recovery housing facilities. The funds will also provide for recovery housing vouchers and to support a project-based transitional recovery housing campus and provide for operational funding for the recovery housing.


Approved:

Approved as to Legal Form:

 3/12/24
Samantha Sengel, EdD Date
Chief Administrative Officer

DocuSigned by:
 3/12/2024 | 9:29 AM MDT
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Date
City Attorney

Recommended:

DocuSigned by:
 3/11/2024 | 9:15 PM MDT
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Date

Director

Cover Analysis

1. What is it?

A resolution to appropriate funding

2. What will this piece of legislation do?

This resolution will appropriate \$5,000,000 of opioid settlement funding for transitional recovery housing facilities and operating expenses.

3. Why is this project needed?

There is a lack of transitional recovery housing facilities in Albuquerque. Utilization of these funds will allow Family and Community Services to coordinate the acquisition, renovation, or expansion of transitional recovery housing facilities.

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

This resolution proposes to appropriate \$5,000,000 of funds received from the opioid settlement fund.

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

This appropriation is considered revenue in the amount of \$5,000,000.

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

If this resolution is not approved, the Department of Family and Community Services will not be able to move forward with funding transitional recovery housing facilities. Absent these facilities, persons seeking transitional recovery housing facilities may end up staying at temporary overnight shelters or continue to be unhoused.

7. Is this service already provided by another entity?

There are other transitional recovery housing facilities in Albuquerque, however these existing facilities are unable to keep up with the demand for this housing type.

FISCAL IMPACT ANALYSIS

TITLE: APPROPRIATION OF OPIOID SETTLEMENT FUNDS R: O:
FUND: 201
DEPT: FCS

- ☐ 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:

	2024	Fiscal Years 2025	2026	Total
Base Salary/Wages				-
Fringe Benefits at				-
Subtotal Personnel	-	-	-	-
Operating Expenses	5,000,000	-	-	5,000,000
Property		-	-	-
Indirect Costs	-	-	-	-
Total Expenses	\$ 5,000,000	\$ -	\$ -	\$ 5,000,000
<input type="checkbox"/> Estimated revenues not affected				
<input checked="" type="checkbox"/> Estimated revenue impact				
Revenue	5,000,000	-	-	5,000,000
Amount of Grant		-	-	-
City Cash Match				
City Inkind Match				
City IDOH				
Total Revenue	\$ 5,000,000	\$ -	\$ -	\$ 5,000,000

These estimates do not include any adjustment for inflation.

- * Range if not easily quantifiable.

Number of Positions created

COMMENTS: This resolution proposes to appropriate \$5,000,000 of funds received from the opioid settlement fund. The funds appropriated in Section 1 of this bill are to be used for acquisition, renovation, or expansion of transitional recovery housing facilities as well as providing transitional recovery housing vouchers attached to the units and/or for operational funding to support a project-based recovery housing campus and solicitation for an operator of the transitional recovery housing project.

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

DocuSigned by:
Anna M. Lujan 3/11/2024 | 9:15 PM MDT
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FISCAL ANALYST

APPROVED:

DocuSigned by:
Gilbert Ramirez 3/11/2024 | 9:15 PM MDT
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DIRECTOR (date)

REVIEWED BY:

DocuSigned by:
Alan R. Gutowski 3/12/2024 | 8:29 AM MDT
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DocuSigned by:
Abanue Davis 3/12/2024 | 8:43 AM MDT
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DocuSigned by:
Christine Baurer 3/12/2024 | 9:28 AM MDT
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EXECUTIVE BUDGET ANALYST

BUDGET OFFICER (date)

CITY ECONOMIST

City of Albuquerque
Department of Health, Housing & Homelessness
APPENDIX #2: Expense Summary Form

1. Agency Name: Endeavors

2. Project Title: Recovery Micro Community

Contract Dates: Nov 1, 2024-June 30, 2025

Expenditure Category	Program Total	City Funding Requested	Percent Requested
Personnel Costs			
Salaries & Wages	\$ 657,746.13	\$ 657,746.13	100.00%
Payroll Taxes and Employee Benefits	\$ 184,168.92	\$ 184,168.92	100.00%
Total Personnel Costs	\$ 841,915.05	\$ 841,915.05	100.00%
Operating Costs - Direct			
Contractual Services	\$ 232,960.00	\$ 232,960.00	100.00%
Audit Costs	\$ -	\$ -	
Consumable Supplies	\$ 511,265.06	\$ 511,265.06	100.00%
Telephone	\$ 10,000.00	\$ 10,000.00	100.00%
Postage and Shipping	\$ -	\$ -	
Occupancy			
a. Rent	\$ -	\$ -	
b. Utilities	\$ -	\$ -	
c. Other	\$ -	\$ -	
Equipment Lease/Purchase	\$ 7,600.00	\$ 7,600.00	100.00%
Equipment Maintenance	\$ 400.00	\$ 400.00	100.00%
Printing & Publications	\$ -	\$ -	
Travel			
a. Local Travel	\$ -	\$ -	
b. Out of Town Travel	\$ -	\$ -	
Conferences, Meetings, Etc.	\$ -	\$ -	
Direct Assistance to Beneficiaries			
Membership Dues	\$ -	\$ -	
Equipment, Land, Buildings	\$ -	\$ -	
Insurance	\$ 1,866.67	\$ 1,866.67	100.00%
Fuel and Vehicle Maintenance	\$ 8,213.33	\$ 8,213.33	100.00%
Total Operating Costs	\$ 772,305.06	\$ 772,305.06	100.00%
Total Direct Costs (Personnel & Operating)	\$ 1,614,220.11	\$ 1,614,220.11	100.00%
Indirect Costs (10%; attach Rate Letter)	\$ 161,422.04	\$ 161,422.04	100.00%
TOTAL PROGRAM EXPENSES	\$ 1,775,642.15	\$ 1,775,642.15	100.00%

City of Albuquerque
Department of Health, Housing & Homelessness
APPENDIX #3: Revenue Summary Form

1. Agency Name: Endeavors

2. Project Title: Recovery Micro Community

Revenue Sources	Agency Total	% of Agency Budget	Program Total	% of Program Budget
Government Revenues				
Revenues from Federal Government <i>(On separate lines, list each Federal Agency providing fees/funding and the amount of funding)</i>				
Grants from Federal Government Agencies:				
Office of Refugee Resettlement	\$ 483,546,201.00	89.8%		
Veteran Affairs	\$ 9,545,567.00	1.8%		
SAMSA (Substance Abuse Mental Health Services Admin)	\$ 431,542.00	0.1%		
Medicaid Reimbursements:				
Other Federal Revenues:				
Subtotal Federal Agencies	\$ 493,523,310.00	91.7%	\$ -	0.0%
Revenues from State Government <i>(On separate lines, list each State Agency providing fees/funding and the amount of funding)</i>				
Grants from State Government Agencies:				
State Disaster Case Management Awards	\$ 7,109,827.00	1.3%		
Other State Government Revenues:				
Territory of Puerto Rico	\$ 2,171,735.00	0.4%		
State Level Homelessness	\$ 13,426,505.00	2.5%		
Subtotal State Agencies	\$ 22,708,067.00	4.2%	\$ -	0.0%
Revenues from County Government:				
Revenues from the City of Albuquerque (including this proposal or contract): <i>(On separate lines, list each City-funded project and the amount of funding)</i>				
Recovery Micro Community	\$ 1,775,642.15	0.3%	\$ 1,775,642.15	100.0%
Other Municipal Government Revenues:				0.0%
Subtotal Local Government	\$ 1,775,642.15	0.3%	\$ 1,775,642.15	100.0%
TOTAL GOVERNMENT REVENUES FROM ALL SOURCES	\$ 518,007,019.15	96.3%	\$ 1,775,642.15	100.0%
Other Revenue:				
Contributions				
Other Revenue (Staffing Contracts)	\$ 20,173,189.00	3.7%		
Subtotal Other Revenues	\$ 20,173,189.00	3.7%	\$ -	0.0%
TOTAL REVENUE FROM ALL SOURCES:	\$ 538,180,208.15	100.0%	\$ 1,775,642.15	100.0%

City of Albuquerque
Department of Health, Housing & Homelessness
APPENDIX #4 - Project Budget Detail Form - Personnel

1. Agency Name: Endeavors

2. Project Title: Recovery Micro Community

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.

3. FTE on Program	Position Title	Salary for the Program	City Funding Requested	Percent Requested <i>(Amount Requested / Salary to the Program)</i>
1.00	Shelter Manager	\$ 62,400.00	\$ 62,400.00	100.00%
1.00	Admin Support	\$ 27,733.33	\$ 27,733.33	100.00%
3.00	Unit/Shift Lead	\$ 124,800.00	\$ 124,800.00	100.00%
4.50	Shelter Support (3 FTE's for 1st half, 6 FTE's 2nd half)	\$ 137,280.00	\$ 137,280.00	100.00%
1.00	Peer Specialist	\$ 34,666.67	\$ 34,666.67	100.00%
1.00	Clinical Supervisor	\$ 59,626.67	\$ 59,626.67	100.00%
1.00	Wellness Specialist/Data Support (11 months)	\$ 46,080.00	\$ 46,080.00	100.00%
1.00	Counseling/Clinical Staff (9 months)	\$ 34,133.33	\$ 34,133.33	100.00%
1.00	Intake/Data/Case Manager	\$ 36,053.33	\$ 36,053.33	100.00%
1.00	Driver/Supply Inventor Coordination	\$ 30,506.67	\$ 30,506.67	100.00%
2.00	Custodian	\$ 55,466.67	\$ 55,466.67	100.00%
0.1000	Regional Director	\$ 8,999.47	\$ 8,999.47	100.00%
4. Salaries & Wages		\$ 657,746.13	\$ 657,746.13	100.00%
5. Payroll Taxes and Employee Benefits *		\$ 184,168.92	\$ 184,168.92	100.00%
6. Total Personnel Costs		\$ 841,915.05	\$ 841,915.05	100.00%

7. * Payroll Taxes: FICA @ xx%; Unemployment Insurance @ xx%; Workers Comp @ xx%
Employee Benefits: Health Insurance @xx% Retirement @ xx%
Other @ xx%

7.65% FICA
0.70% UI
1.00% WC
18.65% Benefits
28.00% Total

City of Albuquerque
Department of Health, Housing & Homelessness
APPENDIX #5 - Project Budget Detail Form - Operating Costs

1. Agency Name: Endeavors

2. Project Title: Recovery Micro Community

3. Direct and Indirect Costs:				
Line Item and Basics (Non-Personnel)	Program Total	City Funding Requested	Amount Other Sources	Percent Requested
Contractual Services	\$ 232,960.00	\$ 232,960.00	\$ -	100.00%
Security	\$ 232,960.00	\$ 232,960.00		100.00%
	\$ -			
	\$ -			
Audit Costs	\$ -	\$ -	\$ -	
	\$ -			
	\$ -			
Consumable Supplies	\$ 511,265.06	\$ 511,265.06	\$ -	100.00%
Laundry (Cleaning)	\$ 72,000.00	\$ 72,000.00		100.00%
Hygiene Kits (weekly)	\$ 1,666.67	\$ 1,666.67		100.00%
Meals	\$ 364,666.67	\$ 364,666.67		100.00%
Therapeutic supplies (Books, supplies, etc)	\$ 5,333.33	\$ 5,333.33		100.00%
IT Equipment	\$ 12,000.00	\$ 12,000.00		100.00%
Software	\$ 7,932.00	\$ 7,932.00		100.00%
Admin Supplies	\$ 33,800.00	\$ 33,800.00		100.00%
Cleaning Supplies	\$ 13,866.39	\$ 13,866.39		100.00%
	\$ -			
Telephone	\$ 10,000.00	\$ 10,000.00	\$ -	100.00%
Cell Phone Service	\$ 8,800.00	\$ 8,800.00		100.00%
Internet	\$ 1,200.00	\$ 1,200.00		100.00%
Postage and Shipping	\$ -	\$ -	\$ -	
	\$ -			
	\$ -			
Occupancy				
a. Rent	\$ -			
b. Utilities	\$ -			
c. Other	\$ -			
Equipment Lease/Purchase	\$ 7,600.00	\$ 7,600.00	\$ -	100.00%
Transport Vehicle (purchase, 5 year depreciation)	\$ 5,600.00	\$ 5,600.00		100.00%
Golf Cart (purchase, 5 year depreciation)	\$ 2,000.00	\$ 2,000.00		100.00%
Equipment Maintenance	\$ 400.00	\$ 400.00	\$ -	100.00%
Golf Cart maintenance	\$ 400.00	\$ 400.00		100.00%
	\$ -			
Printing & Publications	\$ -	\$ -	\$ -	
	\$ -			
	\$ -			
Travel				

City of Albuquerque
Department of Health, Housing & Homelessness
APPENDIX #5 - Project Budget Detail Form - Operating Costs

1. Agency Name: Endeavors

2. Project Title: Recovery Micro Community

3. Direct and Indirect Costs:				
Line Item and Basics (Non-Personnel)	Program Total	City Funding Requested	Amount Other Sources	Percent Requested
a. Local Travel	\$ -			
b. Out of Town Travel	\$ -			
Conferences, Meetings, Etc.	\$ -	\$ -	\$ -	
	\$ -			
	\$ -			
Direct Assistance to Beneficiaries	\$ -	\$ -	\$ -	
List all costs and assumptions in this area e.g., Rental assistance for 50 clients at \$700 per month)	\$ -			
	\$ -			
	\$ -			
Membership Dues	\$ -	\$ -	\$ -	
	\$ -			
	\$ -			
Equipment, Land, Buildings	\$ -	\$ -	\$ -	
	\$ -			
	\$ -			
Insurance	\$ 1,866.67	\$ 1,866.67	\$ -	100.00%
Vehicle insurance	\$ 1,866.67	\$ 1,866.67		100.00%
	\$ -			
Fuel and Vehicle Maintenance	\$ 8,213.33	\$ 8,213.33	\$ -	100.00%
Gas	\$ 6,505.33	\$ 6,505.33		100.00%
Transport Vehicle Maintenance	\$ 1,666.67	\$ 1,666.67		100.00%
Registration	\$ 41.33	\$ 41.33		100.00%
	\$ -			
	\$ -			
Total Operating Costs	\$ 772,305.06	\$ 772,305.06	\$ -	100.00%

City of Albuquerque
Department of Health, Housing & Homelessness
APPENDIX #6: Budget Detail Form: Projected Drawdown Schedule

1. Agency Name:	Endeavors
-----------------	-----------

2. Project Title:	Recovery Micro Community
-------------------	--------------------------

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

Quarter Ending	Amount to be Requested	Percent of Total
September 30, 2024		0.00%
December 31, 2024	\$ 591,880.72	33.33%
March 31, 2025	\$ 591,880.72	33.33%
June 30, 2025	\$ 591,880.71	33.33%
Total	1,775,642.15	100.00%

<p>Explanation if any projected drawdowns exceed 25% of the total requested funds:</p> <div style="border: 1px solid black; height: 100px; margin-top: 10px; text-align: center; vertical-align: middle;"> <p>This contract is for 8 months .</p> </div>
--

4. As applicable: <u>Reimbursement Rate – only applicable to <i>unit of service</i> contracts:</u>		
--	--	--

Rate:	\$ per unit	unit of service
\$ per (hour, client, etc.)		
Annual units:		

5. As applicable: <u>Rate Justification – only applicable to <i>unit of service</i> contracts:</u>		