

EC-22-98



CITY OF ALBUQUERQUE
Albuquerque, New Mexico
Office of the Mayor

Mayor Timothy M. Keller

INTER-OFFICE MEMORANDUM

May 27, 2022

TO: Isaac Benton, President, City Council

FROM: Timothy M. Keller, Mayor *[Signature]*

SUBJECT: Supplemental Agreement with GuideHouse for ARPA Fund Management Services

The supplemental agreement with GuideHouse will help the City manage the second tranche of ARPA funds, and ensure compliance with the U.S. Treasury eligibility guidelines and reporting requirements.

GuideHouse will assist the City in developing appropriate documentation to demonstrate compliance with ARPA guidance. The increased hours over the last time period will include completing the Quarterly Project and Expenditure Report including the reach out and information collection with each of the Departments.

In addition, GuideHouse will perform comprehensive compliance and eligibility reviews of uses of the ARPA funds regular basis and in a timely manner to ensure compliance with ARPA guidance and propose corrective actions when necessary.

Approved:

Approved as to Legal Form:

[Signature] *6/14/22* *DS* *BMK*
Lawrence Rael
Date

[Signature] *5/31/2022 | 9:19 AM MDT*
DocuSigned by:
Esteban A. Aguilar, Jr.

Interim Chief Administrative Officer

City Attorney

Recommended:

[Signature]
DocuSigned by:
Stephanie Yara
Director

5/31/2022 | 8:14 AM PDT

Date

Cover Analysis

1. What is it?

A supplemental agreement with GuideHouse to assist in compliance with ARPA funds.

2. What will this piece of legislation do?

N/A

3. Why is this project needed?

To ensure that the City complies ARPA rules and regulations.

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

Approximately \$347,000 the funding source will be ARPA.

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

N/A

SECOND SUPPLEMENTAL AGREEMENT

THIS SECOND SUPPLEMENTAL AGREEMENT is made and entered into by and between the City of Albuquerque, New Mexico, a municipal corporation ("City"), and Guidehouse Inc., a Delaware corporation ("Contractor").

RECITALS

WHEREAS, the City and Contractor entered into an Agreement ("Original Agreement"), dated October 25, 2021, awarded pursuant to RFP-2021-0179-DFA-IC, "ARPA Fund Management Services"; and,

WHEREAS, in order to assist in the complying with the extensive reporting requirements for the second tranche of funds, the City has determined that an additional support services are needed; and,

WHEREAS, the Contractor agrees to the amended scope of services; and

WHEREAS, in order to complete the Services for the second tranche of funds, the City has determined that an additional extension of time is needed; and,

WHEREAS, the Contractor agrees to the extension of time to provide these Services.

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

1. Section 1 of the Original Agreement is hereby amended to include:

1. **Scope of Services.** The Contractor shall perform the following services ("Services") in a satisfactory and proper manner, as determined by the City:

Creation of the ARPA Quarterly Project and Expenditure Report (QPER) including the reach out and information collection with each of the Departments and detailed in Exhibit 1

2. Section 2 of the Original Agreement is hereby amended to read as follows:

2. **Time of Performance.** Services of the Contractor shall commence upon execution of Agreement, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement; provided, however, that in any event, all of the Services required hereunder shall be completed October 31, 2023.

3. Section 3 of the Original Agreement is hereby amended to read as follows:

3. **Compensation.** For performing the Services specified in Section 1 hereof, the City agrees to pay the Contractor up to the amount of Three Hundred Forty-Seven Thousand and 00/100 Dollars (\$347,000), which amount includes any applicable gross receipts taxes and which amount shall constitute full and complete compensation for the Contractor's Services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing the Services.

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

3. This Agreement shall not become binding upon the City until approved by the highest approval authority of the City required under this Agreement.

Exhibit 1 Scope of Work

Assist the City in developing appropriate documentation to demonstrate compliance with ARPA guidance;

Increased hours over the last time period to complete the QPER report creation including the reach out and information collection with each of the Departments. This will require us to bring in an additional associate that would assist in the follow-up with departments as well as the report creation. The report will still need to be submitted through the portal with Marianne as we are not allowed portal access. We will provide all information needed for her to either bulk upload or input the information manually.

Perform comprehensive compliance and eligibility reviews of uses of the ARPA funds regular basis and in a timely manner to ensure compliance with ARPA guidance and propose corrective actions when necessary.