

EC-19-324



Mayor Timothy M. Keller

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

**INTER-OFFICE MEMORANDUM**

January 29, 2019

**TO:** Klarissa J. Pena, President, City Council

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

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

**SUBJECT:** Approval of First Supplemental Agreement to add grant monies, and Second Supplemental Agreement to add general fund monies to the FY19 Social Service Contracts for the operation the Westside Emergency Housing Center between Heading Home and the City of Albuquerque.

Attached for your consideration and approval is a proposed First Supplemental Agreement to add federal grant monies and a proposed Second Supplemental Agreement to add general fund monies for the FY19 Social Service Contracts between the City of Albuquerque and Heading Home, which provide for the operation of the City's Westside Emergency Housing Center (WEHC).

The supplemental agreements will provide funding to extend services for the operation of WEHC through the end of the current fiscal year. Historically the WEHC closes around the middle of March each year, resulting in hundreds of individuals returning to the streets at night with no shelter.

The proposed First Supplemental Agreement adds Two Hundred Thirty Six Thousand dollars (\$236,000) of grant monies from the Department of Housing and Urban Development's Emergency Solutions Grant (ESG) to the FY19 Contract between the City of Albuquerque and Heading Home for the operation of the WEHC, bringing the aggregate total of the Agreement to Four Hundred Twenty eight Thousand Three Hundred Seventy Six and 27/100 dollars (\$428,376.27).

The proposed Second Supplemental Agreement adds Four Hundred Thirty One Thousand Five Hundred Fourteen and 79/100 dollars (\$431,514.79) of general fund monies to the

**SUBJECT: Approval of First Supplemental Agreement to add grant monies, and Second Supplemental Agreement to add general fund monies to the FY19 Social Service Contracts for the operation the Westside Emergency Housing Center between Heading Home and the City of Albuquerque.**

FY19 Contract between City of Albuquerque and Heading Home for the operation of the WEHC, bringing the aggregate total of the Agreement to One Million One Hundred Thirty Five Thousand and Fifty eight and 49/100 dollars (\$1,135,058.49).

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

Approved:

Approved as to Legal Form:

SUN

1/30/19

Sarita Nair

Date

Chief Administrative Officer

PP

SAJ

1-29-19

Esteban A. Aguilar, Jr.

Date

City Attorney

Recommended:

Carol M. Pierce 1-29-19

Carol M. Pierce

Date

Director, Family & Community Services

## Cover Analysis

### 1. What is it?

Approval of a First Supplemental Agreement to add grant monies to the FY19 contract with Heading Home for the operation of the Westside Emergency Housing Center (WEHC), and approval of a Second Supplemental Agreement to add general fund monies to the FY19 contract with Heading Home for the operation of the WEHC.

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

This will allow the City to keep the WEHC open until June 30, 2019. The WEHC has historically closed in mid-March, resulting in hundreds of individuals returning to the streets without shelter.

### 3. Why is this project needed?

There is a shortage of overnight shelter beds in Albuquerque. This will allow the WEHC to remain open, providing services and a path to housing for the most vulnerable homeless residents of Albuquerque.

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

This will cost a total of \$664,376.27. \$236,000 will come from federal grant dollars from the Department of Housing and Urban Development's Emergency Solutions Grant, and \$428,376.27 from City general fund dollars.

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

No

**FISCAL IMPACT ANALYSIS**

TITLE: General Fund- Emergency Shelter Contracts  
2900013

R: O:  
FUND: 110  
DEPT: Family and Community Services

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

	2019	Fiscal Years 2020		2021	Total
Base Salary/Wages	-				-
Temporary Wages	-				-
Fringe Benefits at	-			-	-
Fringe Benefits at	-				-
Subtotal Personnel	-	-		-	-
Operating Expenses	-				-
Property	-			-	-
Indirect Costs	-				-
Total Expenses	\$ -	\$ -		\$ -	\$ -
<input type="checkbox"/> Estimated revenues not affected					
<input type="checkbox"/> Estimated revenue impact					
Amount of Grant	-	-			-
City Cash Match	-				-
City Inkind Match	-			-	-
City IDOH	-	-			-
Total Revenue	\$ -	\$ -		\$ -	\$ -

These estimates do not include any adjustment for inflation.  
\* Range if not easily quantifiable.

Number of Positions created

**COMMENTS:** FCS is requesting to increase the contract with Heading Home by 431,514.79 to provide funding to extend services for the operation of the Westside Emergency Housing Center. Funding was approved in R-2018-088.

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

PREPARED BY:

*[Signature]* 1/22/19  
FISCAL MANAGER

APPROVED:

*[Signature]* 1-22-19  
DIRECTOR (date)

REVIEWED BY:

*[Signature]*  
EXECUTIVE BUDGET ANALYST

*[Signature]* 1/23/19  
BUDGET OFFICER (date)

*[Signature]* 1/23/19  
CITY ECONOMIST

**FISCAL IMPACT ANALYSIS**

TITLE:

HUD- Emergency Shelter Grant

R:

FUND: 265

O:

DEPT: Family and Community Services

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

	2019	Fiscal Years 2020	2021	Total
Base Salary/Wages	-			-
Temporary Wages	-			-
Fringe Benefits at	-		-	-
Fringe Benefits at	-	-		-
Subtotal Personnel	-	-	-	-
Operating Expenses	-			-
Property	-	-	-	-
Indirect Costs	-			-
<b>Total Expenses</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<input type="checkbox"/> Estimated revenues not affected				
<input type="checkbox"/> Estimated revenue impact				
Amount of Grant	-	-		-
City Cash Match	-			-
City Inkind Match			-	-
City IDOH	-	-		-
<b>Total Revenue</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

These estimates do not include any adjustment for inflation.


\* Range if not easily quantifiable.

Number of Positions created

**COMMENTS:** FCS is requesting to increase the contract with Heading Home by \$236,000 using the Emergency Shelter Grant to provide funding to extend services for the operation of the Westside Emergency Housing Center. Funding was approved in R-2018-030 & R-2018-036.

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

PREPARED BY:

 1/22/19  
FISCAL MANAGER

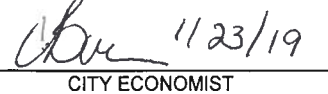
APPROVED:

 1-22-19  
DIRECTOR (date)

REVIEWED BY:

  
EXECUTIVE BUDGET ANALYST

 1/23/19  
BUDGET OFFICER (date)

 1/23/19  
CITY ECONOMIST

FIRST SUPPLEMENTAL AGREEMENT  
TO  
SOCIAL SERVICES AGREEMENT  
CCN# \_\_\_\_\_

**THE FIRST SUPPLEMENTAL AGREEMENT**, made and entered into this \_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Albuquerque, New Mexico, a municipal corporation (hereafter referred to as the “City”), and **Heading Home, P.O. Box 27636, Albuquerque, New Mexico 87125**, a New Mexico non-profit corporation (hereafter referred to as the “Contractor”).

WITNESSETH:

WHEREAS, the City and the Contractor entered into an agreement dated September 20, 2018, hereafter referred to as the “Original Agreement” and, whereby the Contractor agreed to provide certain social services; and

WHEREAS, the City has determined that the Original Agreement should be amended to revise the Maximum Compensation to increase the contract amount in order to improve program and service delivery; and

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

1. Section 4A of the Original Agreement is amended to read as follows:
  4. Compensation and Method of Payment:
    - A. Maximum Compensation: For performing the Services specified in Section 1 of the Original Agreement, the City agrees to pay the Contractor a total amount not to exceed **FOUR HUNDRED TWENTY EIGHT THOUSAND THREE HUNDRED SEVENTY SIX AND 27/100 DOLLARS (\$428,376.27)**, increasing the amount of compensation by *TWO HUNDRED THIRTY SIX THOUSAND AND 00/100 DOLLARS (\$236,000.00)*, which amounts include any applicable gross receipts tax and which amounts 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. Attachment B (Scope of Services), under A and B, of the Original Agreement, are amended to read as follows:
  - A. Provide staffing and operational support for an estimated 93 homeless men, women and families per night at the City sponsored winter emergency shelter from November 15, 2018 to June 30, 2019.
  - B. Provide emergency transportation services to appropriate overnight shelter for an average 12 passengers nightly from November 15, 2018 to June 30, 2019.
3. Except as herein 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 the First Supplemental Agreement, in which event, the terms and conditions of the First Supplemental Agreement shall control.

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

THIS SPACE INTENTIONALLY LEFT BLANK

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

CITY OF ALBUQUERQUE

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

Approved By:

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

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

By: \_\_\_\_\_

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

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



\_\_\_\_\_  
Sarita Nair, Chief Administrative Officer  
City of Albuquerque

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

\_\_\_\_\_  
03-033237-00-0  
State Taxation and Revenue Department  
Taxpayer Identification Number

\_\_\_\_\_  
20-1917517  
Federal Taxpayer Identification Number



SECOND SUPPLEMENTAL AGREEMENT  
TO  
SOCIAL SERVICES AGREEMENT  
CCN# \_\_\_\_\_

**THE SECOND SUPPLEMENTAL AGREEMENT**, made and entered into this \_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Albuquerque, New Mexico, a municipal corporation (hereafter referred to as the “City”), and **Heading Home, P.O. Box 27636, Albuquerque, New Mexico 87125**, a New Mexico non-profit corporation (hereafter referred to as the “Contractor”).

WITNESSETH:

WHEREAS, the City and the Contractor entered into an Agreement dated September 24, 2018, hereafter referred to as the “Original Agreement” whereby the Contractor agreed to provide certain social services; and

WHEREAS, the City and the Contractor entered into a First Supplemental Agreement dated December 14, 2018; and

WHEREAS, the City and the Contractor agree to amend the First Supplemental Agreement to increase the maximum compensation in order to improve program and service delivery; and

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

1. Section 4A of the Original Agreement, and Section 1 of the First Supplemental Agreement is amended to read as follows:

4. Compensation and Method of Payment:

A. Maximum Compensation: For performing the Services specified in Section 2 of the Original Agreement, the City agrees to pay the Contractor a total amount not to exceed **ONE MILLION ONE HUNDRED THIRTY FIVE THOUSAND FIFTY EIGHT AND 49/100 DOLLARS (\$1,135,058.49)**, increasing the amount of compensation by *FOUR HUNDRED THIRTY ONE THOUSAND FIVE HUNDRED FOURTEEN AND 79/100 DOLLARS (\$431,514.79)* for services as described in Section 2 of the Original Agreement, Scope of Services, which amounts include any applicable gross receipts taxes and which amounts 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. Exhibit A (Scope of Services), under A and B, of the Original Agreement, are amended to read as follows:

A. Provide staffing and operational support for an estimated 207 homeless men, women and families per night at the City sponsored winter emergency shelter from November 15, 2018 to June 30, 2019.

B. Provide emergency transportation services to appropriate overnight shelter for an average 12 passengers nightly from November 15, 2018 to June 30, 2019.

3. Except as herein amended, the terms and conditions of the Original Agreement and the First Supplemental 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, the First Supplemental Agreement, and this Second Supplemental Agreement, in which event, the terms and conditions of the Second Supplemental Agreement shall control.

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

THIS SPACE INTENTIONALLY LEFT BLANK

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

CITY OF ALBUQUERQUE

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

Approved By:

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

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

*SNU*

\_\_\_\_\_  
Sarita Nair, Chief Administrative Officer  
City of Albuquerque

*SA*

*1/20/17*

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

By: \_\_\_\_\_

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

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

\_\_\_\_\_  
03-033237-00-0  
State Taxation and Revenue Department  
Taxpayer Identification Number

\_\_\_\_\_  
20-1917517  
Federal Taxpayer Identification Number