


CITY OF ALBUQUERQUE
Albuquerque, New Mexico
Office of the Mayor

INTER-OFFICE MEMORANDUM

November 2, 2020

Mayor Timothy M. Keller

TO: Pat Davis, President, City Council

FROM: Timothy M. Keller, Mayor 

SUBJECT: Approval of the Fourth Supplemental Agreement for Professional Technical Contract- Route 66 Veterinary Emergency Critical Care Center

For your consideration, please find the attached request for funding for the Fourth Supplemental Agreement between the Animal Welfare Department and Route 66 Veterinary Emergency Critical Care Center. This contract will allow the Animal Welfare Department (AWD) to continue the contract with Route 66 Veterinary Emergency Critical Care Center for emergency and after-hours care for shelter pets. This contract allows for fulfillment of the City's HEART Ordinance, important humane care, and alleviation of suffering for sick and/or injured animals picked up by AWD Officers or Good Samaritans during the hours that AWD is not open or staffed with veterinary care personnel.



AWD currently has a professional/technical contract with Route 66 Veterinary Emergency Critical Care Center. The Original Agreement was for Forty Five Thousand Dollars (\$45,000) and was executed on April 07, 2017. A First Supplemental Agreement was executed on February 08, 2018 and increased the amount of the contract by Thirty Thousand Dollars (\$30,000). A Second Supplemental Agreement executed on July 06, 2018 added additional time to the Original Agreement but did not add additional funding. A Third Supplemental Agreement executed in January 07, 2019 increased the contact by One Hundred and Fifty Thousand Dollars (\$150,000) for a two (2) year period. This Fourth Supplemental Agreement, currently before the Council for consideration, will add Eighty Five Thousand Dollars (\$85,000) and extend the time of performance for an additional one-year period.

With this last Supplemental Agreement, the contract will total Three Hundred and Ten Thousand Dollars (\$310,000).


This Fourth Supplemental Agreement is forwarded for your consideration and approval.

**Approval of the Fourth Supplemental Agreement with Route 66 Veterinary Emergency
Critical Care Center.**

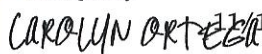
Approved:

  11/24/20
Sarita Nair Date
Chief Administrative Officer

Approved as to Legal Form:

DocuSigned by:
 11/11/2020 | 8:58 AM MST
7861D99D046E4DB
Esteban A. Aguilar Jr. Date
City Attorney

Recommended:

DocuSigned by:
 11/10/2020 | 12:17 PM MST
EA018A0200D8425...
Carolyn A. Ortega Date
Director, Animal Welfare Department

Cover Analysis

1. What is it?

Contract with Route 66 Veterinary Emergency Critical Care Center

2. What will this piece of legislation do?

Provide after-hours emergency care for Albuquerque's injured and suffering animals.

3. Why is the project needed?

As defined in the City's HEART Ordinance, Section 9-2-2-3 (B) (2) ROA 1994, AWD must provide veterinary services to all animal shelter pets, 24 hours a day, 7 days a week. This contract allows for fulfillment of this requirement.

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

The contract in total will be Three Hundred and Ten Thousand Dollars (\$310,000). The Original Agreement was for Forty Five Thousand Dollars (\$45,000) and was executed back on April 7, 2017. A First Supplemental Agreement was executed on February 18, 2018 and increased the amount of the contract by Thirty Thousand Dollars (\$30,000). The Second Supplemental Agreement was executed on July 06, 2018 and extended the time of performance for the contract, but did not add any additional compensation. The Third Supplemental Agreement was executed on January 07, 2019 and increased the contact by One Hundred and Fifty Thousand Dollars (\$150,000) for a two (2) year period. This Fourth Supplemental Agreement will add Eighty Five Thousand Dollars (\$85,000) in additional funding, and extend the contract period to December 31, 2021. Funding for this Supplement will come from General Fund 110/1059000.

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

No

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

AWD will be in violation of the City's HEART Ordinance, and many injured and sick animals will suffer.

7. Is this service already provided by another entity?

No, Route 66 has provided this service through the past year.

FISCAL IMPACT ANALYSIS

TITLE: Approval of a Supplemental Agreement with Route 66 Veterinary Emergency Critical Care Center R: O:
 FUND: 110
 DEPT: 1059000

- 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:

	Fiscal Years				Total
	2019	2020	2021	2022	
Base Salary/Wages					-
Fringe Benefits at					-
Subtotal Personnel	-	-	-	-	-
Operating Expenses		-			-
Contractual Services			42,500	42,500	85,000
Indirect Costs	-	-	-	-	-
Total Expenses	\$ -	\$ -	\$ 42,500	\$ 42,500	\$ 85,000
<input checked="" 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.

COMMENTS:


FY21 Appropriation of \$60K for Route 66 Emergency Critical Care Center (Program 1000001, Department ID 1059000) includes funding for this Supplemental Agreement. Under the current agreement, the department projects to expend \$33k by 12/31/20, leaving a net appropriation of \$27k that will be used to fund the amount of \$42.5k for FY21 required under this new agreement. Contractual funding (Account 527500) will be used to fund the remaining balance of \$15.5k for FY21. In FY22, rollover funding will be used to cover the contract in order to continue the service.

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


PREPARED BY:


DocuSigned by:

 Erica Garcia, Fiscal Manager 11/10/2020 | 11:12 AM MST


APPROVED:

DocuSigned by:

 Carolyn A. Ortega, Director 11/10/2020 | 12:17 PM MST

REVIEWED BY:

DocuSigned by:

 Kevin E. Noel 11/10/2020 | 3:35 PM MST
 EXECUTIVE BUDGET ANALYST (date)

DocuSigned by:

 Lawrence L. Davis 11/10/2020 | 4:53 PM MST
 BUDGET OFFICER (date)

DocuSigned by:

 Christine Boerner 11/11/2020 | 8:31 AM MST
 CITY ECONOMIST

FOURTH SUPPLEMENTAL AGREEMENT

THIS FOURTH SUPPLEMENTAL AGREEMENT is made and entered into this _____ day of _____, _____, by and between the City of Albuquerque, New Mexico, a municipal corporation (hereinafter referred to as the "City"), and Route 66 Veterinary Emergency Critical Care Center, a local business, whose address is 136 Washington ST SE, Albuquerque, New Mexico 87108 (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, the City and Contractor entered into an Agreement, dated April 7, 2017 hereinafter referred to as the "Original Agreement", whereby the Contractor agreed to render certain professional services to the City; and

WHEREAS, the City and Contractor have entered into supplemental agreements adding funds and extending time to the Original Agreement; and

WHEREAS, the City is in need of continued after-hours emergency veterinary services for the Animal Welfare Department; and

WHEREAS, the Contractor employs licensed Doctors of Veterinary Medicine in the State of New Mexico and is qualified to provide such services; and

WHEREAS, the Contractor is agreeable to providing these continued services; and

WHEREAS, electronic signatures are preferred.

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

1. 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 this Agreement, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purpose of this Agreement; provided, however, that in any event, all of the Services required hereunder shall be completed by December 31, 2021.

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

A. **Compensation.** For performing the Services specified in Section 1 hereof, the City agrees to pay the Contractor up to the amount of Three Hundred and Ten Thousand Dollars (\$310,000.00) which 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 these Services.

3. The Original Agreement is hereby amended to add a Force Majeure section to read as follows:

29. Force Majeure. Neither Contractor nor City shall be liable for failure to perform its obligations under the Contract due to causes beyond the control and without the fault or negligence of either party, which would render such performance impossible or hazardous. Such causes include, but are not restricted to, acts of God or public enemy, acts of State or Federal governments, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in reasonable time (hereinafter "Force Majeure Event").

The party seeking to rely upon a Force Majeure Event (s) for any failure to perform shall promptly inform the other in writing of such event, indicating the expected duration thereof and the period for which suspension in performance is requested and 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 either of them 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.

4. The Original Agreement is hereby amended to add an Electronic Signatures section to read as follows:

30. Electronic Signatures. Authenticated electric 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.

5. 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 this Fourth Supplemental Agreement, in which event, the terms and conditions of the Fourth Supplemental Agreement shall control.

6. This Agreement shall not become effective or binding until approved by the City's Purchasing Officer.

THIS SPACE INTENTIONALLY LEFT BLANK

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

CITY OF ALBUQUERQUE

**CONTRACTOR: Route 66 Veterinary
Emergency Critical Care Center**

Approved By:

By: _____

Sarita Nair
Chief Administrative Officer

Title: _____

Date: _____

Carolyn A. Ortega, Director
Animal Welfare Department

Date: _____

Jennifer L. Bradley,
Chief Procurement Officer

Date: _____