

EC-21-330



CITY OF ALBUQUERQUE
Albuquerque, New Mexico
Office of the Mayor

Mayor Timothy M. Keller

INTER-OFFICE MEMORANDUM

April 08, 2021

TO: Cynthia Borrego, President, City Council

FROM: Timothy M. Keller, Mayor

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

SUBJECT: 4th Supplemental Agreement with New Mexico Solutions

This Executive Communication requests approval of a contract amendment for extending performance time and increasing the total value of the contract with New Mexico Solutions, a Comprehensive Behavioral Health Service Company by \$255,000. The \$255,000 will be spread over a 3 year period making the total contract worth \$355,000. The professional agreement with New Mexico Solutions, will be to continue the purpose of assisting the Albuquerque Police Department's Employee's Behavioral Sciences Program.

The Contractor provides Psychological Services required by APD. This includes being on-call for critical incident responses and officer involved shootings where they provide on-scene psychological first aid, support, and education. The Contractor also offers psychotherapy and training. These functions are in addition to their core responsibility of direct psychotherapeutic talk therapy for APD employees.

APD requests your acceptance of this Executive Communication.

4th Supplemental Agreement with New Mexico Solutions

Approved:





Sarita Nair Date
Chief Administrative Officer

Approved as to Legal Form:

DocuSigned by:
Esteban A. Aguilar, Jr. 4/20/2021 | 10:18 AM MDT
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Esteban A. Aguilar, Jr. Date
City Attorney

Recommended:

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DocuSigned by:
 4/18/2021 | 4:38 AM PDT
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Harold J Medina Date
Chief of Police

Cover Analysis

1. What is it? This Executive Communication is to approve a contract amendment with New Mexico Solutions.

2. What will this piece of legislation do? This legislation will authorize the City of Albuquerque Police Department to extend performance time and increase the contract amount with New Mexico Solutions so as to continue to provide therapy services to APD employees and assist with other functions of the APD Behavioral Sciences Section such as training, outreach and critical incident stress debriefings.

3. Why is this project needed? The project is needed to assist the APD Behavioral Science Section in providing quality mental health and support services to APD employees and their families as outlined in the Court Approved Settlement Agreement.

4. How much will it cost and what is the funding source? This request will increase the contract with New Mexico Solutions by \$255,000, for a total contract of \$355,000. Current year funds are available in the FY2021 General Fund budget. Funding for FY2022 thru FY2024 is contingent upon approval of the General Fund budget.

5. Is there a revenue source associated with this Plan? If so, what level of income is projected? No

FISCAL IMPACT ANALYSIS

TITLE: Contract with New Mexico Solutions

R:
FUND: 110

O:

DEPT: Police

- ☒ 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			
	2021	2022	2023 - 2024	Total
Base Salary/Wages				-
Fringe Benefits at	-	-	-	-
Subtotal Personnel	-	-	-	-
Operating Expenses	85,000	85,000	85,000	255,000
Property		-	-	-
Indirect Costs	-	-	-	-
Total Expenses	\$ 85,000	\$ 85,000	\$ 85,000	\$ 255,000
<input type="checkbox"/> Estimated revenues not affected				
<input type="checkbox"/> 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 0

COMMENTS: The third supplement requested extended the contract time of performance and did not increase funding, therefore not requiring council approval. This Fourth Supplement is to extend contract time of performance thru 05/01/2024 and to increase contract funding by an additional \$255,000 applied over the life of the contract expiring 05/01/2024. Allocations listed above are estimates only and will not exceed in total the \$255,000 as usage varies year to year. Funds are available in the FY21 General Fund budget. Funding for additional years is contingent on approval of the General Fund budget.

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

PREPARED BY:

DocuSigned by:

Aubrey D. Thompson

4/15/2021 | 9:37 AM PDT

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FISCAL MANAGER

APPROVED:

DocuSigned by:

4/18/2021 | 4:38 AM PDT

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DIRECTOR (date)

REVIEWED BY:

DocuSigned by:

Emma Romero

4/20/2021 | 9:29 AM MDT

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EXECUTIVE BUDGET ANALYST

DocuSigned by:

Lawrence L. Davis

4/20/2021 | 10:04 AM MDT

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BUDGET OFFICER (date)

DocuSigned by:

Christine Baumer

4/20/2021 | 10:06 AM MDT

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CITY ECONOMIST

FOURTH SUPPLEMENTAL AGREEMENT

THIS FOURTH SUPPLEMENTAL AGREEMENT is made and entered into upon the last date of signature below, by and between the City of Albuquerque, New Mexico, a municipal corporation (hereinafter referred to as the "City"), and New Mexico Solutions, a New Mexico corporation, whose address is 707 Broadway NE; Suite 500, Albuquerque, NM 87102 (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, the City and Contractor entered into an Agreement, dated October 1, 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 executed a First Supplemental Agreement on November, 15, 2018 to extend the term of the Original Agreement, a Second Supplemental Agreement on October 25, 2019, to extend the term of the Original Agreement and to increase compensation for Services and on March 9, 2021, a Third Supplement to extend the term of the Original Agreement; and

WHEREAS, the City has determined that the City has determined that an extension of time and additional compensation is needed for continuation of Services: and

WHEREAS, the City and the Contractor wish to ratify all actions taken by the parties from the date of execution of the Original Agreement through to the execution of this Fourth Supplemental Agreement.

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 on the date of final execution of this 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 by May 1st, 2024. The parties acknowledge that, due to a processing delay in extending the term of the Original Agreement, there was a gap between the end of that term and the execution of this Fourth Supplemental Agreement. By signing this Fourth Supplemental Agreement, the parties ratify all actions taken from the date of execution of the Original Agreement through to the execution of this Fourth Supplemental Agreement. Further, the parties explicitly agree that all of the terms and conditions of the Original Agreement, including but not limited to insurance requirements and indemnification obligations, are applicable continuously commencing on the date of the execution of the Original Agreement

2. Section 3A of the Original Agreement, Compensation and Method of Payment, is hereby amended to read as follows:

3. Compensation and Method of Payment

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, Fifty-Five Thousand and No/00 Dollars (\$355,000.00), of which One-Hundred Thousand, and No/100 Dollars (\$100,000.00) has already been spent, and 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 the Services.

3. 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.

4. Section 29 is added to the Original Agreement and reads as follows:

29. **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.

5. Section 30 is added to the Original Agreement and reads as follows:

30. **Force Majeure.** The City shall not be liable for failure to perform its obligations under this Agreement due to causes beyond the control and without the fault or negligence of the City which would render such performance impossible or hazardous. Such causes include, but are not restricted to, acts of God or the 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 (hereinafter "Force Majeure Event"). 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.

6. This Fourth Supplemental Agreement shall not become effective or binding until approved by the highest approval authority of the City required under this Fourth Supplemental Agreement.

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