

EC-21-397



Mayor Timothy M. Keller

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

**INTER-OFFICE MEMORANDUM**      May 25, 2021

**TO:**            Cynthia Borrego, President, City Council

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

**SUBJECT:** 3<sup>rd</sup> Supplemental Agreement with Troy Luna, dba Comprehensive Counseling, LLC

This Executive Communication requests approval of a contract amendment for extending performance time and increasing the total value of the contract with Troy Luna, dba Comprehensive Counseling, LLC for the purpose of providing services for direct referrals, therapy, critical incidents and training for APD employees and their families. The amount of the contract increase is \$270,000 for a total contract of \$540,000.

The Contractor has worked with the Behavioral Science Section over the years and is qualified and capable of continuing their mission to provide quality mental health services to APD employees and their families.

APD requests your acceptance of this Executive Communication.

3rd Supplemental Agreement with Troy Luna, dba Comprehensive Counseling, LLC

Approved:

  
\_\_\_\_\_  
Sarita Nair  
Chief Administrative Officer

6/11/21  
Date

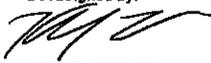
Approved as to Legal Form:

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Esteban A. Aguilar, Jr. 6/4/2021 | 9:29 AM MDT  
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Esteban A. Aguilar, Jr.  
City Attorney

Date

Recommended:

DS  
  
\_\_\_\_\_  
Harold J Medina  
Chief of Police

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Date

## Cover Analysis

**1. What is it?** This Executive Communication is to approve a contract amendment with Troy Luna, dba Comprehensive Counseling, LLC.

**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 Troy Luna, dba Comprehensive Counseling, LLC to continue to provide counseling and 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 Troy Luna, dba Comprehensive Counseling, LLC by \$270,000, for a total contract of \$540,000. 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 Troy Luna, dba Comprehensive Counseling, LLC

R: O:

FUND: 110

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			
	2022	2023	2024	Total
Base Salary/Wages				-
Fringe Benefits at				-
Subtotal Personnel	-	-	-	-
Operating Expenses	90,000	90,000	90,000	270,000
Property				-
Indirect Costs	-	-	-	-
<b>Total Expenses</b>	<b>\$ 90,000</b>	<b>\$ 90,000</b>	<b>\$ 90,000</b>	<b>\$ 270,000</b>
<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	-	-	-	-
<b>Total Revenue</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

These estimates do not include any adjustment for inflation.

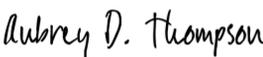
\* Range if not easily quantifiable.

Number of Positions created 0

**COMMENTS:** The Third Supplement is to extend contract time of performance thru 05/01/2024 and to increase contract funding by an additional \$270,000 applied over the life of the contract expiring 05/01/2024. Allocations listed above are estimates only and will not exceed in total the \$270,000 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:

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FISCAL MANAGER

APPROVED:

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 5/30/2021 | 5:30 AM PDT  
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DIRECTOR (date)

REVIEWED BY:

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 6/3/2021 | 8:35 PM  
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EXECUTIVE BUDGET ANALYST

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 6/4/2021 | 9:19 AM  
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BUDGET OFFICER (date)

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 6/4/2021 | 9:28 AM MDT  
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CITY ECONOMIST

### THIRD SUPPLEMENTAL AGREEMENT

THIS THIRD SUPPLEMENTAL AGREEMENT is made and entered into as of the date of the last signature below, by and between the City of Albuquerque, New Mexico, a municipal corporation (hereinafter referred to as the "City"), and Troy Luna, dba Comprehensive Counseling LLC, whose address is 6315 Casa Blanca NW Drive NW, Albuquerque, NM 87120 (hereinafter referred to as the "Contractor").

#### RECITALS

WHEREAS, the City and Contractor entered into an Agreement, dated July 20, 2018 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 September 16, 2019 to extend the term of the Original Agreement and a Second Supplemental Agreement on March 5, 2021, to extend the term of the Original Agreement.

WHEREAS, 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 Third Supplemental Agreement; and

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. By signing this Third Supplemental Agreement, the parties ratify all actions taken from the date of execution of the Original Agreement through to the execution of this Third 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, 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 Five-Hundred, Forty Thousand and No/00 Dollars (\$540,000.00), of which Two-Hundred

Seventy Thousand and No/100 Dollars (\$270,000.00) has already been spent, and which total amount includes any applicable gross receipts taxes and which total 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 Third Supplemental Agreement, in which event, the terms and conditions of the Third Supplemental Agreement shall control.
4. This Agreement shall not become effective or binding until approved by the highest approval authority of the City required under this Agreement.

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