



CITY OF ALBUQUERQUE
Albuquerque, New Mexico
Office of the Mayor

Mayor Timothy M. Keller

INTER-OFFICE MEMORANDUM July 21, 2021

TO: Cynthia Borrego, President, City Council

FROM: Timothy M. Keller, Mayor

SUBJECT: Approval of Fourth Supplemental Agreement with Domestic Violence Resource Center.

This Executive Communication requests approval of the FOURTH supplemental agreement with Domestic Violence Resource Center for the purpose of providing continuous professional , technical and other services for victims of domestic violence. The amount of the fourth supplemental agreement is for \$510,000 payable over three years, expiring June 30, 2024. If approved, total contract to Domestic Violence Resource Center will be \$1,190,000 beginning December 26, 2017 and ending June 30, 2024.


Domestic Violence Resource Center has established partnerships with APD, US Attorney, Bernalillo County Sheriff's Department, Judges, and Victim Advocates. Among the services they provide to the victims of domestic abuse are: strengthening legal advocacy services; assisting with Requests for Orders of Protection; providing reports to APD regarding the incidence of domestic violence; and conducting training with APD officers and cadets.

The Contractor has provided service to the Albuquerque Police Department over the years and has established a good relationship with the City of Albuquerque.

APD requests your acceptance of this Executive Communication.

Fourth Supplemental Agreement with Domestic Violence Resource Center

Approved:




Sarita Nair
Chief Administrative Officer

8/16/21

Date

Approved as to Legal Form:


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Esteban A. Aguilar, Jr.
City Attorney

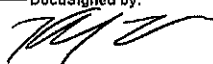
7/22/2021 | 4:40 PM MDT

Date

Recommended:

DS


Harold J Medina
Chief of Police

DocuSigned by:


Harold J Medina
Chief of Police

7/21/2021 | 6:47 PM MDT

Date

Cover Analysis

1. What is it? This Executive Communication is to approve a fourth supplemental agreement with Domestic Violence Resource Center.

2. What will this piece of legislation do? This legislation will authorize the City of Albuquerque Police Department to continue a contractual relationship with Domestic Violence Resource Center to provide victim advocate services.

3. Why is this project needed? The project will continue to enhance services provided to the victims of domestic violence.

4. How much will it cost and what is the funding source? This request will increase the contract with Domestic Violence Resource Center by \$510,000, for a total contract of \$1,190,000. Current year funds are available in the FY2022 General Fund budget. Funding for FY2023 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: Fourth Supplemental Agreement with Domestic Violence Resource Center

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	170,000	170,000	170,000	510,000
Property	-	-	-	-
Indirect Costs	-	-	-	-
Total Expenses	\$ 170,000	\$ 170,000	\$ 170,000	\$ 510,000
[x] Estimated revenues not affected				
[] 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.

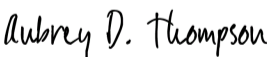
* Range if not easily quantifiable.

Number of Positions created 0


COMMENTS: The fourth supplement requested extended the contract time of performance to June 30, 2024 and increased funding by an additional \$510,000, applied over the life of the contract expiring 06/30/2024. Allocations listed above are for estimated funds per year as usage varies year to year. Funds are available in the FY22 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:

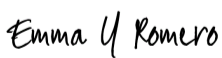
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 FISCAL MANAGER


APPROVED:

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 DIRECTOR (date)

REVIEWED BY:

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EXECUTIVE BUDGET ANALYST

BUDGET OFFICER (date)

CITY ECONOMIST

FOURTH SUPPLEMENTAL AGREEMENT

THIS FOURTH 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 Domestic Violence Resource Center, a New Mexico corporation, whose address is 625 Silver Avenue SW, Suite 185, Albuquerque, NM 87102 ("Contractor").

RECITALS

WHEREAS, the City and Contractor entered into an Agreement, dated December 26, 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, 30, 2018 to extend the term of the Original Agreement and to increase compensation, a Second Supplemental Agreement on November 19, 2019, to extend the term of the Original Agreement, to increase compensation and to make a technical correction to the Contractor's name and on November 17, 2020 a Third Supplement to extend the term of the Original Agreement and increase compensation; and

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

WHEREAS, there was a delay in the extension of the term of the Original Agreement, causing a gap between the end of that term and the execution of this FOURTH Supplemental Agreement; 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; 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, Time of Performance, 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 June 30th, 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 One-Million, One Hundred Ninety Thousand and No/00 Dollars (\$1,190,000.00), of which Six-Hundred Eighty Thousand, and No/100 Dollars (\$680,000.00) 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.

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.

3. 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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