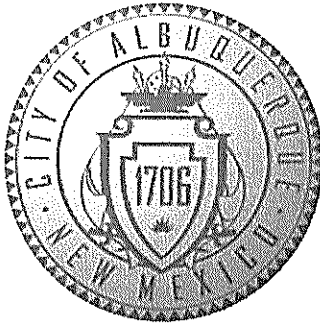


EC-21-459

CITY OF ALBUQUERQUE

Albuquerque, New Mexico

Office of the Mayor



Mayor Timothy M. Keller

INTER-OFFICE MEMORANDUM

July 14, 2021

TO: Cynthia Borrego, President, City Council

FROM: Timothy M. Keller, Mayor

A handwritten signature in black ink, appearing to be 'TK' or similar initials, written over the printed name of the Mayor.

SUBJECT: Approval of Third Supplemental Agreement with Albuquerque Sexual Assault Nurse Examiner (S.A.N.E.) Collaborative

This Executive Communication requests approval of the THIRD supplemental agreement with Albuquerque Sexual Assault Nurse Examiner (S.A.N.E.) Collaborative for the purpose of providing continuous professional, technical and other services for sexual assault victims. The amount of the third supplemental agreement is for \$450,000 payable over three years, expiring June 30, 2024. If approved, total contract to Albuquerque S.A.N.E. Collaborative will be \$882,000 beginning July 1, 2018 and ending June 30, 2024.


The Sexual Assault Nurse Examiner Collaborative will continue to work to provide better forensic evidence collection for the Albuquerque Police Department, with a safer medical environment for victims of sexual assault within the Albuquerque community. Additionally, the Nurses can provide treatment to victims of sexual assault as well as immediately collect evidence that would prove useful in instances where charges were filed against the assailant.

The Contractor has worked with APD over the years and is qualified and capable of providing their expertise to APD.

APD requests your acceptance of this Executive Communication.

Agreement with Albuquerque Sexual Assault Nurse Examiner Collaborative

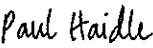
Approved:



Sarita Nair
Chief Administrative Officer

10/19/21
Date

Approved as to Legal Form:


DocuSigned by:


Esteban A. Aguilar, Jr.
City Attorney


7/19/2021 | 3:11 PM MDT
Date

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Recommended:

DS


Harold J Medina
Chief of Police

DocuSigned by:

7/16/2021 | 6:08 AM MDT
Date

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Cover Analysis

1. What is it? This Executive Communication is to approve a third supplemental agreement with Albuquerque Sexual Assault Nurse Examiner Collaborative.

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 Albuquerque Sexual Assault Nurse Examiner Collaborative program to provide better forensic evidence collections for the Albuquerque Police Department, with a safer medical environment for victims of sexual assault.

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

4. How much will it cost and what is the funding source? This request will increase the contract with Albuquerque Sexual Assault Nurse Examiner Collaborative by \$450,000, for a total contract of \$882,000. 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: Third Supplement with Sexaul Assault Nurse Examiner Collaborative

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	150,000	150,000	150,000	450,000
Property	-	-	-	-
Indirect Costs	-	-	-	-
Total Expenses	\$ 150,000	\$ 150,000	\$ 150,000	\$ 450,000
[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.

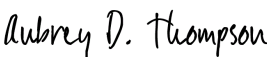
* Range if not easily quantifiable.

Number of Positions created 0


COMMENTS: The third supplement requested extended the contract time of performance to June 30, 2024 and increased funding by an additional \$450,000, 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:

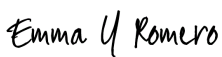
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 FISCAL MANAGER


APPROVED:

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 DIRECTOR (date)

REVIEWED BY:

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 7/19/2021 | 12:24 PM MDT
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 EXECUTIVE BUDGET ANALYST

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 BUDGET OFFICER (date)

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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 Albuquerque Sexual Assault Nurse Examiner Collaborative, a New Mexico nonprofit corporation, whose address is Post Office Box 37139, Albuquerque, NM 87176-7139 (hereinafter referred to as the "Contractor").

RECITALS

WHEREAS, the City and Contractor entered into an Agreement, dated July 1, 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 July 19, 2019 to extend the term of the Original Agreement and to increase compensation, and a Second Supplemental Agreement on July 7, 2020, to extend the term of the Original Agreement and to increase compensation; and

WHEREAS, the City has determined that it is necessary to continue Services, to extend the term of the Original Agreement and to increase compensation in the amount of Four Hundred Fifty Thousand and No/100 Dollars (\$450,000); and

WHEREAS, there was a delay in the extension of the term of the Second Supplemental Agreement, causing a gap between the end of that term and the execution of this THIRD 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 Second Supplemental Agreement through to the execution of this THIRD Supplemental Agreement; and

WHEREAS, the Contractor agrees to the extension of the term in order to continue Services.

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 June 30, 2024. The parties acknowledge that, due to a processing delay in extending the term of the Second Supplemental Agreement, there was a gap between the end of that term and the execution of this THIRD Supplemental Agreement. By signing this THIRD Supplemental Agreement, the parties ratify all actions taken from the date of execution of the Second Supplemental 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, Compensation, 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 total amount of Eight-Hundred Eighty Two Thousand and No/00 Dollars (\$882,000.00), of which Four Hundred Thirty-Two Thousand and No/100 Dollars (\$432,000.00) has already been spent, and Four Hundred Fifty Thousand and No/100 Dollars (\$450,000.00) was added in a Third Supplemental Agreement, and which total 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, as amended, 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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