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1 support to community-based partners to build an appropriate continuum of
2 care; and

3 WHEREAS, the City of Albuquerque is desirous of receiving and
4 appropriating these funds to help reduce violence in our community.

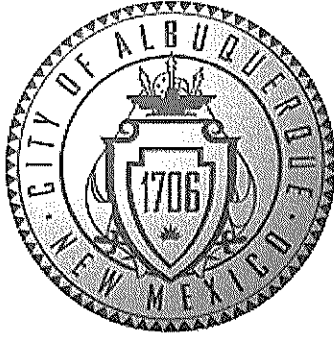
5 BE IT RESOLVED BY THE COUNCIL, THE GOVERNING BODY OF THE CITY OF
6 ALBUQUERQUE:

7 Section 1. That the Council hereby approves and authorizes the
8 Albuquerque Community Safety Department to accept the Violence
9 Intervention Fund grant in the amount of \$2,150,000 for the period of July 1,
10 2026 through June 30, 2027, and its submission and filing with the appropriate
11 official or office of the New Mexico Department of Health is in all respects
12 approved.

13 Section 2. That Council hereby approves and authorizes the Albuquerque
14 Community Safety Department to accept the New Mexico Healthcare Authority
15 SB3 Early Access grant in the amount of \$1,000,000 for the period of July 1,
16 2026 through June 30, 2027 through an intergovernmental agreement with
17 Bernalillo County, and its submission and filing with the appropriate official or
18 office of the New Mexico Healthcare Authority is in all respects approved.

19 Section 3. That state funds from the New Mexico Department of Health in
20 the amount of \$2,150,000, state funds from the New Mexico Healthcare
21 Authority in the amount of \$1,000,000, and \$30,000 for indirect costs from the
22 Transfer to Operating Grants Fund Program are hereby appropriated to the
23 Albuquerque Community Safety Department in the Operating Grants Fund
24 (265) for Fiscal Year 2027.

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CITY OF ALBUQUERQUE
Albuquerque, New Mexico
Office of the Mayor

Mayor Timothy M. Keller

INTER-OFFICE MEMORANDUM

June 2, 2026

TO: Klarissa J. Peña, President, City Council

FROM: Timothy M. Keller, Mayor 

SUBJECT: RESOLUTION APPROVING AND AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FOR A VIOLENCE INTERVENTION FUND GRANT FROM THE NEW MEXICO DEPARTMENT OF HEALTH OFFICE OF GUN VIOLENCE PREVENTION AND GRANT FUNDS FROM THE STATE OF NEW MEXICO HEALTHCARE AUTHORITY BEHAVIORAL HEALTH REGIONAL INVESTMENT ACT GRANT THROUGH AN INTERGOVERNMENTAL AGREEMENT WITH BERNALILLO COUNTY; PROVIDING AN APPROPRIATION TO THE ALBUQUERQUE COMMUNITY SAFETY DEPARTMENT IN FISCAL YEAR 2027.


For your consideration, please find the attached resolution that will allow Albuquerque Community Safety to receive funding for its New Mexico Department of Health Violence Intervention Fund and New Mexico Healthcare Authority SB3 Early Access grant. These grants are designed to expand violence intervention and behavioral health work within New Mexico. The New Mexico Healthcare Authority SB3 Early Access grant will be a collaborative effort between the City of Albuquerque and Bernalillo County Sheriff's Office.

The attached resolution approves and authorizes the acceptance of funding in the amount of \$2,150,000 from the New Mexico Department of Health and \$1,000,000 from the New Mexico Healthcare Authority for Fiscal Year 2027. The resolution appropriates these grant funds and \$30,000 for indirect costs from the Transfer to Operating Grants Fund Program to the Albuquerque Community Safety Department for FY27.

RESOLUTION APPROVING AND AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FOR A VIOLENCE INTERVENTION FUND GRANT FROM THE NEW MEXICO DEPARTMENT OF HEALTH OFFICE OF GUN VIOLENCE PREVENTION AND GRANT FUNDS FROM THE STATE OF NEW MEXICO HEALTHCARE AUTHORITY BEHAVIORAL HEALTH REGIONAL INVESTMENT ACT GRANT THROUGH AN INTERGOVERNMENTAL AGREEMENT WITH BERNALILLO COUNTY; PROVIDING AN APPROPRIATION TO THE ALBUQUERQUE COMMUNITY SAFETY DEPARTMENT IN FISCAL YEAR 2027.

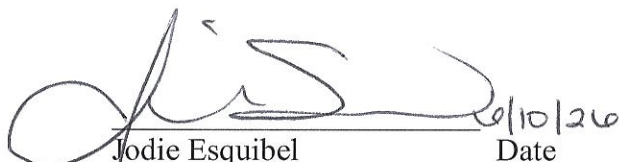
Approved:

Approved as to Legal Form:


Samantha Sengel, EdD Date
Chief Administrative Officer


Lauren Keefe Date
City Attorney

Recommended:


Jodie Esquibel Date
Director

Cover Analysis

1. What is it?

This is the request to approve, authorize, and appropriate grant funding received from the New Mexico Department of Health Violence Intervention Fund in an amount of \$2,150,000 and from the New Mexico Healthcare Authority Early Access of \$1,000,000 for FY27.

2. What will this piece of legislation do?

This legislation approves acceptance of the grants and appropriates the funding to the Albuquerque Community Safety Department.

3. Why is this project needed?

The money is a critical piece of Albuquerque Community Safety's braided funding supporting its violence intervention division, especially the School-Based Violence Intervention Program.

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

\$30,000 for indirect costs will be transferred from the Transfer to Operating Grants Fund Program.

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

N/A

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

The funding will not be received, and critical programs within the Violence Intervention Division may end.

7. Is this service already provided by another entity?

No.

FISCAL IMPACT ANALYSIS

TITLE: Early Access Funding for School-Based (SBVIP) Grant

R: O:
 FUND: 265
 DEPT: ACS

- 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			
	2026	2027	2028	Total
Base Salary/Wages				-
Fringe Benefits at				-
Subtotal Personnel	-	-	-	-
Operating Expenses		1,000,000		1,000,000
Property		-	-	-
Indirect Costs	-	10,000		10,000
Total Expenses	\$ -	\$ 1,010,000	\$ -	\$ 1,010,000
<input type="checkbox"/> Estimated revenues not affected				
<input type="checkbox"/> Estimated revenue impact				
Revenue from program		1,000,000.00	-	0
Amount of Grant				-
City Cash Match				
City Inkind Match				
City IDOH		10,000	-	10,000
Total Revenue	\$ -	\$ 1,010,000	\$ -	\$ 1,010,000

These estimates do not include any adjustment for inflation.

* Range if not easily quantifiable.

Number of Positions created

COMMENTS: The grant reflects that Bernalillo County received \$2 million in Behavioral Health Regional Investment Act funding, with \$1 million allocated to the City of Albuquerque to expand the School-Based Violence Intervention Program in nine schools. The program provides support services for high-risk students and families to reduce youth violence, improve safety, and connect participants to behavioral health and other community resources. Progress will be monitored through regular reporting and annual evaluation.

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

PREPARED BY:

Signed by: Nadine Baca 6/5/2026 | 2:00 PM MDT
3BF906B1E6F84D1
 FISCAL ANALYST

APPROVED:

DocuSigned by: Jodie Esquivel 6/5/2026 | 2:02 PM MDT
272E758C4E70452
 DIRECTOR

REVIEWED BY:

Signed by: Mahvand Biazar 6/5/2026 | 2:35 PM MDT
6A05EEA185564A0...
 EXECUTIVE BUDGET ANALYST

Signed by: Anna Sandoval 6/5/2026 | 3:32 PM MDT
08F4D687C3CA4E2...
 BUDGET OFFICER

Signed by: Christine Boerner 6/5/2026 | 3:43 PM MDT
BA2C41AA2D954FD...
 CITY ECONOMIST

FISCAL IMPACT ANALYSIS

TITLE: NM Department of Health Violence Intervention Fund Grant

R: O:

FUND: 265

DEPT: ACS

- 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			
	2026	2027	2028	Total
Base Salary/Wages				-
Fringe Benefits at				-
Subtotal Personnel	-	-	-	-
Operating Expenses		1,077,453	1,072,547	2,150,000
Property		-	-	-
Indirect Costs	-	20,000	10,000	30,000
Total Expenses	\$ -	\$ 1,097,453	\$ 1,082,547	\$ 2,180,000
<input type="checkbox"/> Estimated revenues not affected				
<input type="checkbox"/> Estimated revenue impact				
Revenue from program		1,077,453.00	1,072,547.00	0
Amount of Grant				-
City Cash Match				
City Inkind Match				
City IDOH		20,000	10,000	30,000
Total Revenue	\$ -	\$ 1,097,453	\$ 1,082,547	\$ 2,180,000

These estimates do not include any adjustment for inflation.

* Range if not easily quantifiable.

Number of Positions created

COMMENTS: The grant is designed to implement a Violence Intervention Program (VIP) to reduce gun violence and aggravated assaults using evidence-based strategies, targeted services for high-risk populations, and data-driven practices. It will also be utilized to work with community-based organizations that support these goals, comply with reporting and evaluation requirements, and assist in planning and hosting the FY 2027 Youth Violence Summit, including providing venue, accommodations, and event support.

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

PREPARED BY:

Signed by: Nadine Baca 6/5/2026 | 2:00 PM MDT
3BF906B1E6F84D1
 FISCAL ANALYST

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 BUDGET OFFICER

Signed by: Christine Boerner 6/5/2026 | 3:43 PM MDT
BA2C41AA2D954FD...
 CITY ECONOMIST

INTER-GOVERNMENTAL AGREEMENT

THIS INTER-GOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this _____ day of _____ 2026, by and between the County of Bernalillo, New Mexico, a political subdivision in the State of New Mexico, hereinafter referred to as "**COUNTY**", and The City of Albuquerque, New Mexico, **hereinafter** referred to as "**CITY**".

IT IS MUTUTALLY AGREED TO BY THE PARTIES:

I. PURPOSE:

Under a joint proposal to the State of New Mexico Healthcare Authority, Bernalillo County was awarded \$2 million in Early Access Funding through the Behavioral Health Regional Investment Act, of which \$1 million will be allocated to the City of Albuquerque for its Albuquerque Community Safety Division and the remaining \$1 million will support Bernalillo County initiatives. As part of this funding, the City will sustain and expand the School-Based Violence Intervention Program (SBVIP) in accordance with the terms of Appendix A, attached hereto and incorporated herein by reference, to reduce youth violence and improve public safety by embedding trained Intervention Specialists in nine schools. Services include mentorship, case management, crisis response, and wraparound supports for high-risk students and families, connecting them to behavioral health care, substance use treatment, housing assistance, and basic needs resources. SBVIP will track key performance metrics—such as reductions in school-based offenses, improved graduation rates, and increased family stability—and provide monthly dashboards, quarterly reports, and an annual independent evaluation to ensure fidelity and impact.

II. COST REIMBURSEMENTS:

- A. Bernalillo County will reimburse costs incurred by CITY under this agreement at an amount not to exceed **\$1,000,000**.
- B. Method of Payment: Upon monthly receipt by the County of a properly documented invoice, payment to the City will be made within thirty (30) days from receipt of the invoice. Except as otherwise agreed to, late payment charges may be assessed against the County in the amount and under the conditions set forth in Ordinance §2-381.
- C. Invoices: Invoices shall be mailed, faxed, or e-mailed monthly to: Bernalillo County Accounts Payable Office, 415 Silver Ave. SW, 6th Floor, Albuquerque, New Mexico 87102, Fax Number (505) 468-7201 or E-Mail Address: accountspayable@bernco.gov.

III. TERM:

This Agreement shall become effective the date shown above and shall end on June 30, 2028, unless otherwise terminated as provided herein. unless terminated by either party pursuant to the termination provisions contained herein.

IV. AMENDMENT TO AGREEMENT:

Amendments to this Agreement must be in writing and signed by both parties.

V. PERFORMANCE MONITORING:

The City will, from time to time provide assistance and information needed by County staff to monitor and evaluate the performance of the above mentioned Services. It is understood that the County's staff, at its discretion, may perform periodic fiscal and program monitoring reviews on dates as mutually agreed upon.

VI. GOVERNMENTAL ENTITIES:

Both parties to this Agreement are governmental entities organized and operating under the laws of the State of New Mexico. Neither party, nor its respective employees, shall be considered an employee or employees of the other party, nor shall they be entitled to employment benefits or insurance coverage of the other party.

VII. PERSONNEL:

- A. The City represents that it has, or will secure at its own expense, all personnel required in performing all of the services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the County.
- B. The services required hereunder will be performed by the City or under its supervision and all personnel engaged in performing the services shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

VIII. LIABILITY:

As between the parties, each party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent they result from negligence of that party's employees. The parties acknowledge and agree that neither party shall indemnify the other for any acts or omissions to act. The liability of the parties will be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et seq., NMSA 1978, as amended.

IX. RECORD OWNERSHIP:

It shall be clearly understood and agreed between the parties that the City is and shall be the owner of any materials developed by the City's employees for use by the County.

X. REPORTS AND INFORMATION

At such times and in such forms as the County may require, there shall be furnished to the County, such statements, records, data and information, as the County may request pertaining to matters covered by this Agreement.

XI. ESTABLISHMENT AND MAINTENANCE OF RECORDS:

Records shall be maintained by City in accordance with applicable law and requirements prescribed by the County with respect to all matters covered by this Agreement. Except as otherwise authorized by the County, such records shall be maintained for a period of three (3) years after the receipt of final payment under this Agreement.

XII. AUDITS AND INSPECTIONS:

At any time during normal business hours, with no less than 72-hours' notice, and as often as the County may deem necessary, there shall be made available to the County for examination, all of the City's records with respect to all matters covered by this Agreement. The City shall permit the County to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

XIII. PUBLICATION, REPRODUCTION AND USE OF MATERIAL:

No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The parties shall have the authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

XIV. RELEASE:

Each party agrees not to purport to bind the other to any obligation not assumed herein by that party, unless the purporting party has express written authority to do so, and then only within the strict limits of that authority.

XV. CONFIDENTIALITY: To the extent not prohibited by applicable law, any confidential information, clearly marked as "Confidential," provided to or developed by either party in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by that party without the prior written approval of the other party for a period of three (3) years from the expiration of this agreement.

XVI. CONFLICT OF INTEREST:

Both parties certify that they presently have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the consummation of transactions contemplated by this Agreement.

XVII. SCOPE OF AGREEMENT:

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have

been merged into this written agreement. No prior agreement or understandings, verbal or otherwise, of the parties, or their agents shall be valid or enforceable unless embodied in this Agreement.

XVIII. NOTICE:

Any notices required to be given hereunder shall be sent to the principals at their agency address. If either party shall change addresses or principals, then such party shall promptly notify the other party in writing in accordance with this Section. If no notification is made, then notice shall be deemed effective if sent to the principals at their agency address.

XIX. WAIVER:

No waiver of any breach of any of the terms or conditions of this Agreement shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

XX. EQUAL OPPORTUNITY COMPLIANCE:

Both parties agree to abide by all applicable federal and state laws and regulations pertaining to equal employment opportunity. If a party is found to be not in compliance with these requirements during the life of this Agreement, such party agrees to take appropriate steps to correct these deficiencies.

XXI. ASSIGNABILITY:

Neither party shall assign any interest in this Agreement, nor shall they transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the other party.

XXII. TERMINATION FOR CAUSE:

If, through any cause, a party (1) fails to fulfill their obligations under this Agreement in a timely and proper manner; (2) unilaterally alters the maximum compensation provided under this Agreement; or (3) if a party violates any of the covenants, agreements or stipulations of any part of this Agreement, the other party shall have the right to terminate the Agreement. Cancellation shall be done by giving written Notice of Cancellation to appropriate party. The Notice of Cancellation shall include the effective date of cancellation.

XXIII. TERMINATION FOR LACK OF APPROPRIATIONS:

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the State of New Mexico Healthcare Authority for the performance of this Agreement. If sufficient appropriations and authorization are not made by the State of New Mexico Healthcare Authority, this Agreement shall terminate upon written notice being given by the County to the City.

XXIV. CONSTRUCTION AND SEVERABILITY:

If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

XXV. PENALTIES:

The County Procurement Ordinance, §2-356 through 2-402 and The New Mexico Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

XXVI. APPLICABLE LAW:

This Agreement shall be governed by the laws of the State of New Mexico.

XXVII. ENTIRE AGREEMENT:

This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

XXVIII. FACSIMILE SIGNATURE/ELECTRONIC SIGNATURE:

A signature sent via facsimile or electronically shall have the same legal effect as if the Original has been signed in person.

XXIX. APPROVAL REQUIRED:

This Agreement shall not become effective or binding until approved by the Bernalillo County Manager and by the highest required City approval authority.

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the City and the County have executed this Agreement upon the date first written above.

CITY OF ALBUQUERQUE

COUNTY OF BERNALILLO:

Approved by:

Approved by:

**Cindy Chavez
County Manager**

Date: _____

Date: _____

Approved By:

Date: _____

Approved as to form:

Date: _____

Approved as to form:

Date: _____

Approved as to form:

County Legal

Date: _____

Appendix A: Scope of Work

Bernalillo County Authority Division

Early Access Funding – Region 2 - Behavioral Health Regional Investment Act

City of Albuquerque

School-Based Violence Intervention Program (SBVIP)

Purpose and Background

The SBVIP is an evidence-informed initiative designed to reduce youth violence and improve public safety through early identification, prevention, and wraparound supports embedded in schools. This program addresses root causes of violence by providing trauma-informed interventions, mentorship, and family support, preventing escalation into justice involvement and promoting long-term stabilization. Currently operating in four Albuquerque high schools, SBVIP serves 109 high-risk students and families. This expansion will stabilize existing services and extend SBVIP to five additional schools, reaching a total of nine schools and at least 300 high-risk students.

Objectives

- Stabilize Current Operations: Maintain SBVIP services in four high schools.
- Expand Program Reach: Deploy SBVIP teams to five additional middle or high schools.
- Enhance Safety: Achieve a 50%+ reduction in school-based violence and weapons incidents.
- Improve Outcomes: Increase graduation rates, GPA, and family stability for participating students.

Target Population

Staffing and Training

- Hire and onboard 18 SBVIP Intervention Specialists (two per school) and one SBVIP Coordinator.
- Provide training in trauma-informed care, crisis response, cultural humility, harm reduction, and specialized topics (e.g., sexual assault, human trafficking).

Service Delivery

1. School Integration and Coordination

- Embed SBVIP teams in nine schools in partnership with APS.
- Coordinate with school threat assessment teams, juvenile probation, and law enforcement for crisis response.

2. Direct Services to Students and Families

- Deliver mentorship, case management, and 24/7 crisis response access.
- Connect families to behavioral health care, substance use treatment, housing assistance, and basic needs support.

3. Family Engagement and Wraparound Support

- Provide utility assistance, education navigation, conflict mediation, and linkage to community resources.

Data Collection and Evaluation

- Track outcome metrics: offenses, graduation rates, GPA, attendance, suspension rates.
- Partner with Apex Evaluation for independent program assessment and fidelity monitoring.

Performance Metrics

- Reduction in major and minor offenses by 50% or more.
- Increased graduation and grade-promotion rates among SBVIP participants.
- Improved GPA and attendance rates.
- Reduction in suspensions and weapons-related incidents.

Deliverables

- Fully staffed SBVIP teams in nine schools by start of academic year.
- Monthly performance dashboards tracking active cases, service connections, and outcome indicators.
- Quarterly progress reports to City leadership and funding partners.
- Annual independent evaluation report confirming program fidelity and impact.

Timeline

- Planning & Contracting: Immediate through July 2026
- Hiring & Training: July–August 2026
- School Deployment: August 2026 – June 2027
- Evaluation & Reporting: Ongoing; final report by July 2027

Budget Summary

- Personnel: \$990,444 (9 Specialists + 1 Coordinator)
- Equipment: \$9,556 (uniforms, field gear, documentation tools)
- Total Request: \$1,000,000

**STATE OF NEW MEXICO
DEPARTMENT OF HEALTH
INTERGOVERNMENTAL AGREEMENT**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **Department of Health**, hereinafter referred to as the “Agency,” and **City of Albuquerque, Albuquerque Community Safety**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Agency.

WHEREAS, the Agency is the State agency and desires to engage and the contractor is willing to provide the services outlined pursuant to Article II - Scope of Work.

NOW THEREFORE, the Agency and the Contractor in consideration of mutual covenants and agreements herein contained, do hereby agree as follows:

ARTICLE I. Term of Agreement

THIS AGREEMENT SHALL BECOME EFFECTIVE ON THE DATE UPON WHICH IT IS EXECUTED BY THE AGENCY SECRETARY OR DESIGNEE. This Agreement shall terminate one year from date of final signature, unless terminated pursuant to Article VI (Termination of Agreement), or Article XXII (Appropriations).

ARTICLE II. Scope of Work

The Contractor shall provide the program of services as set forth in the scope of work which is attached hereto as “**Attachment 1 – Scope of Work**” and incorporated herein by reference, unless Attachment 1 is amended or this agreement is terminated pursuant to Article VI (Termination of Agreement), or Article XXII (Appropriations), infra. In consideration for the provision of those services, the Agency agrees to purchase and the Contractor agrees to perform the services identified in the scope of work.

ARTICLE III. Limitation of Cost

The total amount of the monies payable to the Contractor under this Agreement shall not exceed **\$2,150,000.00**. The annual budget is attached hereto as “**Attachment 2 – Budget**” and incorporated herein by reference.

ARTICLE IV. Payment

The Agency shall make quarterly payments to the Contractor for services and costs specified in **Attachment 2 - Budget**. The Contractor shall submit certified and documented invoices and vouchers monthly for actual work performed and expenses incurred to the Agency. The Contractor’s failure to submit such payment vouchers, invoices, and supporting documentation within fifteen (15) days after they are due may result in the non-availability of funds for payment and/or the denial of payment by the Agency.

ARTICLE V. Return of Funds

Upon termination of this Agreement, or after the services provided for herein have been rendered, surplus money, if any, shall be returned by the Contractor to the Agency.

ARTICLE VI. Termination of Agreement

- A. Grounds. The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement.
- B. Notice; Agency Opportunity to Cure.
1. Except as otherwise provided in Article (VI)(B)(3), the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
 2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
 3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Article XXII, "Appropriations", of this Agreement.
- C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.
- D. Termination Management. Immediately upon receipt by either the Agency or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this Agreement. Any non-expendable personal property or equipment provided to or

purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the Agency as soon as practicable.

ARTICLE VII. Funds Accountability

The parties shall provide for strict accountability of all monies made subject to this Agreement. The Contractor shall maintain fiscal records, follow generally accepted accounting principles, and account for all receipts and disbursements of funds transferred to the Contractor pursuant to this Agreement. The Contractor will include all monies made subject to this Agreement in the annual audit and will provide the Agency with a copy of the annual audit.

ARTICLE VIII. Maintenance of Records

The Contractor shall maintain detailed expenditure records that indicate the date, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the New Mexico Department of Finance and Administration and the New Mexico State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

ARTICLE IX. Confidentiality

- A. Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency.
- B. The Contractor shall maintain complete confidential records for the benefit of clients, sufficient to fulfill the provisions of the Scope of Work, and to document the services rendered under the Scope of Work. All records maintained pursuant to this provision shall be available for inspection by the DOH.
- C. The Contractor shall comply with the Federal Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act) and applicable regulations and all other State and Federal rules, regulations and laws protecting the confidentiality of information. [If the Contractor is to have access to PHI for purposes other than treatment, add the following provision] If the Contractor may reasonably be expected to have access to Departments' Protected Health Information (PHI) as defined by HIPAA, Contractor shall execute the HIPAA/HITECH Business Associate Agreement as a separately executed mandatory agreement which is hereby incorporated by reference into and made part of this Agreement. Failure to execute the HIPAA/HITECH Business Associate Agreement when required by the DEPARTMENT shall constitute grounds for termination of this Agreement in accordance with Article VI of this Agreement.

ARTICLE X. Amendments

- A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.
- B. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article VI herein, or to agree to the reduced funding.

ARTICLE XI. Assignment

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Agency.

ARTICLE XII. Applicable Law

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the exclusive jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

ARTICLE XIII. Acquisition of Property

The parties agree that neither party shall acquire any property as the result of this Agreement, unless approved by the Agency or defined in the scope of work.

ARTICLE XIV. Liability

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation of requirements applicable to the performance of the Agreement. Each party shall be liable for its actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. seq., NMSA 1978, as amended.

ARTICLE XV. Execution of Documents

The Agency and the Contractor agree to execute any document(s) necessary to implement the terms of this Agreement.

ARTICLE XVI. Sub-Contracts

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval by the Agency Secretary or Designee. No such

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subcontract shall relieve the primary Contractor from any obligations and liabilities under this Agreement, nor shall subcontract obligate direct payment from the Agency. Contractor must notify subcontractors that they are subject to Article VIII - Maintenance of Records of this agreement.

ARTICLE XVII. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws, rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

ARTICLE XVIII. Workers' Compensation

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

ARTICLE XXI. Appropriations

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

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IN WITNESS WHEREOF, the Agency and the Contractor have caused this Agreement to be executed, said Agreement to become effective as of the date set forth below upon which it is executed by Agency Secretary or Designee.

Contractor – City of Albuquerque

Authorized Signatory

Date: _____

Printed Title of Authorized Signatory

Legal Counsel, Contractor, if applicable

Date: _____

Agency – Department of Health

Secretary or Designee, DOH

Date: _____

Chief Financial Officer, DOH

Date: _____

Approved as to legal form and sufficiency.

Office of General Counsel, DOH

Date: _____

ATTACHMENT 1

SCOPE OF WORK

The Contractor shall perform the following work:

Per New Mexico state statute 31-30-1 through 31-30-9 NMSA 1978, the Violence Intervention Fund for fiscal year 2027, the Contractor, City of Albuquerque Community Safety (ACS) team will sustain and expand the Youth-Violence Intervention Program (YVIP), School-Based Violence Intervention Program (SBVIP), Hospital-Based Violence Intervention Program (HBVIP), Opioid Education & Prevention Program (OEP), continue the VIP partnership with the Bernalillo County Sheriff's Office, and provide support to community-based partners to build an appropriate continuum of care.

A. Contractor will implement a Violence Intervention Program (VIP) that shall:

- 1) use of an evidence- or research-based public health approach to reduce gun violence and aggravated assaults;
- 2) use focused deterrence, problem-oriented policing, and proven law enforcement strategies to reduce gun violence and aggravated assaults;
- 3) target a population that is at high risk for victimization or retaliation that results from gun violence or aggravated assault through engaging in the cycles of violence in the community;
- 4) use data-driven methods for program development;
- 5) use program funding in a manner that is directly related to the reduction of gun violence and aggravated assaults; and
- 6) complete all evaluation expectations as determined by the Agency and provide routine performance measures via the reporting tool with each submitted report. Reporting tool will be co-developed between Agency and Contractor.

B. Contractor will sub-contract with Community-Based Organization(s) that shall:

- 1) use of an evidence- or research-based approach to reduce gun violence and aggravated assaults within the populations they serve;
- 2) target a population that is at high risk for victimization or retaliation that results from gun violence or aggravated assault through engaging in the cycles of violence in their communities; and

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- 3) use contracted funding in a manner that is directly related to the reduction of gun violence and aggravated assaults.
- C. Contractor will support the planning and execution of a Youth Violence Summit for fiscal year 2027 (as dictated in Senate Memorial 20 by the 57th Legislature of the state of New Mexico, Second Session 2026) by:
- 1) providing a venue and accommodation for the Summit and participants; and
 - 2) supporting any other needs concerning the Summit either before or during the event.

ATTACHMENT 2

BUDGET

Task Description	Deliverables	Budget	Due Date
Violence Intervention Program	Quarterly report on completed project administration and progress toward their youth violence intervention program goals, including program outcomes, implementation progress, activities, number of participants, all evaluation expectations and reporting tools, etc.	Not to exceed a total of \$1,077,453.00.	Invoice @ \$269,363.25 per quarter, not to exceed a quantity of four (4). <u>Quarter 1</u> (July, August, & September 2026) due no later than 10/10/2026 <u>Quarter 2</u> (October, November, December 2026) due no later than 01/10/2027 <u>Quarter 3</u> (January, February, March 2027) due no later than 04/10/2027 <u>Quarter 4</u> (April, May, June 2027) due no later than 07/10/2027
Community-Based Service Partner Contract(s)	Quarterly narrative report detailing violence intervention efforts implemented by community-based service partner(s).	Not to exceed a total of \$997,547.00.	Invoice @ \$249,386.75 per quarter, not to exceed a quantity of four (4). <u>Quarter 1</u> (July, August, & September 2026) due no later than 10/10/2026 <u>Quarter 2</u> (October, November, December 2026) due

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			<p>no later than 01/10/2027</p> <p><u>Quarter 3</u> (January, February, March 2027) due no later than 04/10/2027</p> <p><u>Quarter 4</u> (April, May, June 2027) due no later than 07/10/2027</p>
Youth Violence Summit FY27	<p>Providing summit venue and accommodation.</p> <p>Supporting with any other needs prior to and during summit.</p>	Not to exceed a total of \$75,000.00.	Invoice @ \$75,000.00 following the completion of the Youth Violence Summit.
Total Budget		\$2,150,000.00	