

**MEMORANDUM OF UNDERSTANDING  
BETWEEN BERNALILLO COUNTY,  
THE CITY OF ALBUQUERQUE AND VITAL STRATEGIES**

**THIS MEMORANDUM OF UNDERSTANDING** (“the MOU”) is made and entered into by and between the Board of County Commissioners of Bernalillo County (“the County”), the City of Albuquerque (“the City”), both political subdivisions of the State of New Mexico; and with Vital Strategies, collectively referred to as the “Parties,” effective as of the date of the last signatory hereto.

**WHEREAS**, the County and the City recognize the need to ensure that expenditures of opioid settlement monies be directed towards effective, evidence-based, culturally-responsive, trauma-responsive, and promising best practices addressing addiction, homelessness due to addiction, and prevention, intervention, and treatment programs and facilities; and

**WHEREAS**, the County and the City passed resolutions, Administrative Resolution 2023-105 and Resolution R-23-174 respectively, setting out similar policies for the expenditure of opioid settlement funds; and

**WHEREAS**, the resolutions direct that, before expending opioid settlement funds, the County and City contract with an outside entity to design and implement planning processes including but not limited to a landscape analysis of current resources in the local behavioral health, prevention, intervention, and addiction treatment system; and

**WHEREAS**, Vital Strategies is a lead partner in a philanthropic initiative that supports work by Vital Strategies and the Johns Hopkins University School of Public Health to create an equitable and sustainable reduction in overdose deaths in the United States, and a core function of Vital Strategies within this initiative is to provide technical assistance to governments and communities in select U.S. states including New Mexico to implement and scale overdose prevention interventions; and

**WHEREAS**, Vital Strategies is uniquely qualified to serve as the outside entity to conduct the design and planning the County and City seek in order to implement their shared goals of deliberative and effective opioid settlement monies expenditures; and

**WHEREAS**, Vital Strategies has submitted a Concept Note, attached as Exhibit A to this Memorandum of Understanding, outlining its planning, funding and time-table for assisting the City and County.

**NOW, THEREFORE**, it is agreed between the Parties:

1. **Authority.** The Parties each individually represent and warrant that they have the right, power, and authority to execute this MOU. Each party represents and warrants that it has given any and all notices, and obtained any and all consents, powers, and authorities necessary to permit it, and the persons executing this MOU, to enter this MOU.

2. **Project Scope and Collaboration.** The Parties shall collaborate to design and implement planning processes for the spending of opioid settlement funds, and will collaborate on recommendations for spending such funds, as required by the City and County's respective resolutions and as set out by Vital Strategies' Concept Note appended as Exhibit A to this Memorandum.
3. **Funding Expectations.** Vital Strategies is a not-for-profit organization whose technical assistance and investments towards overdose prevention are supported by philanthropic funding. Vital Strategies would, pursuant to the terms of Exhibit A, not require funding from the County or City for its activities.
4. **Other Provisions.** Nothing in the MOU is intended to conflict with current law or regulation, including but not limited to the Bernalillo County Code or the Albuquerque Code of Ordinances, relating to any of the participating Parties. If a term of this MOU is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.
5. **Effective Date.** The terms of this MOU will become effective on the date the last party executes this document.
6. **Modification.** This MOU may be modified upon the mutual consent of all of the parties and evidenced through a written amendment.
7. **Term.** The term of this MOU shall remain in effect from the date of execution of this MOU until November 24, 2024, and may be extended beyond term with mutual consent of parties.
8. **Termination.** The terms of this MOU will remain in effect until either the Term expires, or any party provides 90 days notice to the other Parties to terminate its involvement in this MOU.
9. **Liability.** Each Party acknowledges that it will be solely responsible for claims or damages arising from personal injury or damage to persons or property to the extent they result from negligence or willful misconduct of its employees or agents, pursuant to this MOU. Liabilities of all New Mexico political subdivisions shall be subject in all cases to the immunities and limitations of the Tort Claims act, NMSA 1978, § 41-4-1 *et seq.*, as amended.
10. **Insurance Requirements.** Vital Strategies shall procure and maintain, at its own expense for the entire term of this agreement, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico and in good standings based on A. M. Best rating of A- or better or the Standards and Poors' rating of AA or better, covering all operations under this contract/agreement, whether performed by it or its agents.

Before commencing the Services and on all renewals, of all coverages, Vital Strategies shall furnish to the City and the County a certificate of insurance and or proof of insurance in a form satisfactory to the City and the County showing that it has complied with this

Section and has listed the City and the County as an “Additional Insured.” Acceptance of the certificates of insurance by the City and the County shall not relieve Vital Strategies of any of the insurance requirements set forth below, nor decrease the liability of Vital Strategies.

All certificates of insurance and or proof of insurance shall provide, or be endorsed to provide, that not fewer than thirty (30) days written notice be given to Bernalillo County located at 415 Silver Ave. SW Albuquerque, NM 87102, and to the Risk Manager, Department of Finance and Administrative Services, City of Albuquerque, P.O. Box 470, Albuquerque, New Mexico, 87103, before a policy is cancelled, materially changed, or not renewed, except for cancellation due to the non-payment of premiums, in which event not fewer than ten (10) days written notice shall be provided to the City and the County. Should a cancellation notice be received by the City or the County, proper proof of reinstatement must be received before commencement of work/contract begins.

Various types of required insurance may be written in one or more policies with respect to all coverages required other than professional liability or workers compensation, the policies shall be endorsed to state that the City and the County be named an “Additional Insured.” All coverages afforded shall be primary with respect to operations provided.

**Commercial General Liability Insurance:**

Commercial General Liability Insurance Policy	Per Occ	\$ 1,000,000
	Aggregate	\$ 2,000,000
Personal and Advertising Injury	Per Occ	\$ 1,000,000
	Aggregate	\$ 2,000,000
Property Damage	Per Occ	\$ 1,000,000
	Aggregate	\$ 2,000,000
Products / Completed Operation	Per Occ	\$ 1,000,000
	Aggregate	\$ 2,000,000
<b>Professional Liability:</b>	Each Occ	\$ 1,000,000
	Aggregate	\$ 2,000,000

If coverage for Professional Liability is written on a “claims made form” such coverage is required to have a 5 year “Tail” after all services are completed.

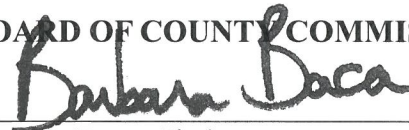
- 11. Public Records Act; Disclosures.** The Parties acknowledge that those Parties which are political subdivisions of New Mexico are subject to certain reporting requirements to New Mexico State Agencies and are further subject to disclosure requirements as set forth in the

New Mexico Inspection of Public Records Act ("IPRA"), NMSA 1978, § 14-2-1 *et seq.* Nothing in this MOU is intended to restrict the ability of such parties to comply with IPRA and other applicable laws and reporting obligations.

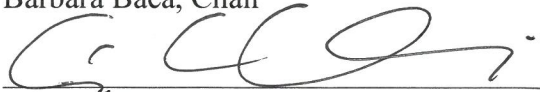
- 12. Reports and Information.** Data and information provided by the County or City (the "political subdivisions"), and data and information collected by the Parties as part of their performance under this MOU, belongs to the political subdivision from which the information was collected, or on whose behalf the information was collected. Such information and data, including but not limited to, surveys, notes, interviews, summaries, and consolidations of any such information, etc., are the property of the governmental entity from which or on whose behalf they were collected, and shall be returned to such governmental entity upon term or termination of the MOU, unless such governmental entity provides written authorization otherwise. Unless authorized by the County or the City, or unless required by law, the Parties will not release any information concerning any work product, including any reports or other documents prepared pursuant to this MOU, until the final product is submitted to the City and the County.
- 13. Accountability in Government.** The Parties understand and will comply with the City's Accountability in Government Ordinance, §2-10-1 *et seq.* ROA 1994 and Inspector General Ordinance, §2-17-1 *et seq.* ROA 1994.
- 14. Electronic Signatures.** Authenticated electronic signatures are legally acceptable pursuant to Section 14-16-7 NMSA 1978. The parties agree that this MOU may be electronically signed and that the electronic signatures appearing on the MOU are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding upon the date of the last signatory hereto.

**BOARD OF COUNTY COMMISSIONERS**



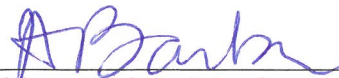
Barbara Baca, Chair



Eric C. Olivas, Vice-Chair

**Excused**

Steven Michael Quezada, Member



Adriann Barboa, Member



Walt Benson, Member

ATTEST:

  
Linda Stover, County Clerk

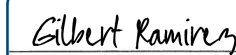


APPROVED AS TO FORM:

  
W. Ken Martinez, County Attorney

CITY OF ALBUQUERQUE

DS  
PP

DocuSigned by:  
  
Gilbert Ramirez, Director  
Department of Health, Housing and Homelessness

4/24/2024 | 9:51 AM MDT


Date

Signature not Required

N/A

Jennifer Bradley  
Chief Procurement Officer

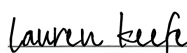
Date

DocuSigned by:  
  
Samantha Sengel  
Chief Administrative Officer

5/12/2024 | 10:51 PM MDT

Date

APPROVED AS TO FORM:

DocuSigned by:  
  
Lauren Keefe  
City Attorney

4/25/2024 | 4:33 PM MDT

Date

## VITAL STRATEGIES

DocuSigned by:

*Daliah Heller*

[name/title]

Daliah Heller

4/24/2024 | 11:31 AM EDT

Date

Vice President, Drug Use Initiatives



# Board of County Commissioners (BCC)

Meeting: 04/09/24 05:00 PM

Department: County Manager  
Prepared By: Katherine S. Korte  
Director: Greg E. Perez  
DCM: No DCM  
Sponsors: Julie Morgas Baca

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**Title:** Opioid Settlement Fund Strategic Plan Consultant

**Action:**

Motion to:

1. Approve a Memorandum of Understanding (MOU) between Bernalillo County, the City of Albuquerque, and Vital Strategies for the development of an Opioid Settlement Fund Strategic Plan.
2. Authorize the County Manager to execute any subsequent amendments to the MOU.

**Summary:**

Relying on Bernalillo County Commission Resolution AR 2023-105 and City of Albuquerque Resolution R-23-174, the lead team for the county and city is seeking to partner with Vital Strategies and have it lead the work to develop a strategic plan for use of opioid settlement funds.

Vital Strategies is a global health organization and is the lead implementation partner in the Bloomberg Overdose Prevention Initiative. It is working in seven states, including New Mexico, to achieve an equitable reduction in overdoses. Vital Strategies has been a key partner in Bernalillo County's fentanyl awareness campaign.

Vital Strategies seeks to do the work without cost because the work the county and city are trying to do aligns with the goals of the Bloomberg Overdose Prevention Initiative grant.

Vital Strategies has developed a scope of work, as outlined in the two administrative resolutions:

- Establish a comprehensive policy for the expenditure of opioid settlement monies, defining guidelines for utilization.
- Achieve meaningful engagement and strategic collaboration between the City of Albuquerque and Bernalillo County to pass a joint strategic resource plan for opioid settlement monies, promoting coordinated efforts.
- Solicit input from the State of New Mexico, Tribal Governments, and other local governments, ensuring a comprehensive and inclusive planning approach.
- Contract with an outside entity to design and implement a planning process, including a landscape analysis of current resources in the local behavioral health, prevention, intervention, criminal justice, and addiction treatment system.
- Conduct a facilitated public planning and meeting process to solicit input on the use of opioid settlement monies, with outreach to providers, impacted communities, and business groups.

- Prioritize City/County projects to assist in preventing, treating, and abating opioid use disorders, focusing on IT infrastructure, supportive housing, recovery housing, and evidence-based prevention, intervention, and treatment programs.
- Ensure compliance with the New Mexico Opioid Allocation Agreement (NMOAA), including adherence to the List of Opioid Remediation Uses

The Memorandum of Understanding is in effect until Nov. 24, 2024, and may be extended beyond term with mutual consent of the parties.

### Attachments:

- Opioid Vital Strategies MOU\_final (DOCX)
- FAF\_Vital Strategies\_4-9-24.Final (XLSM)

### Staff Analysis Summary:

Procurement & Business Services Emily Maestas Review Completed 04/01/2024 8:50 AM

Proper purchasing procedures have been followed and in accordance with County Ordinance Sec 2-371. A Contract Control Number will be issued for the Agreement once it is fully executed. Emily Maestas, Purchasing Administrator, 4/1/2024.

Risk Management Armany Mansour Review Completed 04/01/2024 9:07 AM  
Budget Jackie Sanchez Review Completed 04/02/2024 4:12 PM

I have reviewed and recommend the approval of this agenda item. JS 040224

Finance Shirley Ragin Review Completed 04/02/2024 4:44 PM  
Reviewed and recommend approval. SMR 4/2/2024

Legal John T. Grubescic Review Completed 04/03/2024 12:56 PM  
Approved as to form. JTLG

County Manager Angela Lucero Review Completed 04/05/2024 2:29 PM  
This is an exciting opportunity to partner with a global health organization on the joint City/County strategic plan for the expenditure of Opioid Settlement Funds. I recommend approval. JMB 4/5/2024

Board of County Commissioners Julie Anne Baca Meeting Completed  
04/09/2024 5:00 PM

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Barbara Baca, Chair, Member, District 1
<b>SECONDER:</b>	Adriann Barboa, Member, District 3
<b>AYES:</b>	Barbara Baca, Eric C. Olivas, Adriann Barboa, Walt Benson
<b>EXCUSED:</b>	Steven Michael Quezada