10-e

ACTION SHEET
CITY COUNCIL MEETING OF 09/14/11
ITEM FROM FINANCE COMMITTEE MEETING OF 09/06/11

ISSUE:

10. REQUEST FOR APPROVAL OF MEMORANDUM OF UNDERSTANDING – DAY REPORTING PROGRAM FOR COMMUNITY SERVICES DIVISION; SANTA FE COUNTY (RICHARD DEMELLA)

FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM

Requested approval of memorandum of understanding for Day Reporting Program for community services division with Santa Fe County in the amount of $93,750. Budget is available in Juvenile Justice Program Fund.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	**FOR**	**AGAINST**	**ABSTAIN**
COUNCILOR WURZBURGER	excused		
COUNCILOR ROMERO	absent		
COUNCILOR BUSHEE	X		
COUNCILOR DOMINGUEZ	X		
CHAIRPERSON ORTIZ	X		

DISK fc1/fcmissue

City of Santa Fe, New Mexico

memo

DATE: August 15th, 2011

TO: Finance Committee and City Council

VIA: Isaac J. Pino, Community Services Department Director
Terri Rodriguez, Youth and Family Services Division Director

FROM: Richard De Mella, Juvenile Justice Planner

ITEM

Request for approval of Memorandum of Understanding (MOU) between the City of Santa Fe and Santa Fe County in the amount of $ 93,750.00.

SUMMARY

The City of Santa Fe received a $287,364.00 grant from the State of New Mexico Children's Youth, and Families Department (CYFD) to provide continuum services. These services include funding for Intensive Community Monitoring services, Continuum Facilitator, Day Reporting, gender specific program, and tutoring. The agreement stipulates that $93,750.00 be allocated for Day Reporting Program.

The City of Santa Fe is one of 14 state wide continuum sites that are funded through CYFD. This is the fourth year CYFD through their Request for Proposal (RFP) incorporate the funding for the Day Reporting Program. The Day Reporting program is housed at the Youth Development Center which is a County facility.

The City of Santa Fe through the Santa Fe Regional Juvenile Justice Board (SFRJJB) has been working with the County and the Day Reporting Program for the past several years. CYFD consolidated the funding to go to one government entity for this year and future funding years.

ACTION RECOMMENDED

Approval Memorandum of Understanding (MOU) between the City of Santa Fe and Santa Fe County for $93,750.00

SFC#2012-0017-CORR/TRV

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF SANTA FE, AND COUNTY OF SANTA FE, NEW MEXICO

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "Agreement") is entered on this _____ day of _____ 2011, by and between Santa Fe County (hereinafter referred to as "County"), a New Mexico political subdivision, and the City of Santa Fe, New Mexico, (hereinafter referred to as "City"),

RECITALS

WHEREAS, the City and County collaborate to operate a program called the Day Reporting Program, which is an alternative form of detention for juvenile offenders in the First Judicial District;

WHEREAS, the County operates the Day Reporting Program with funding from the City and flow-through funding from the State of New Mexico, Children, Youth and Families Department (CYFD) in the amount of ninety-three thousand, seven hundred and fifty ($93,750.00) dollars ;

WHEREAS, the Day Reporting Program offers educational services, life skills training and group, individual and family therapy and counseling to juvenile offenders;

WHEREAS, the purpose of this MOU is to provide for the duties and responsibilities of the City and County with respect to the expenditure and management of funds to continue the operation of the Day Reporting Program for fiscal year 2011 and fiscal year 2012.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES as follows:

1. DUTIES OF THE PARTIES

   a. **The City shall:**

      1) Transfer and make available to the County $75,000.00 for expenditure in FY 2011 for the operation and oversight of the Day Reporting Program.
      2) Transfer and make available to the County $18,750.00 for expenditure in FY 2012 for the operation and oversight of the Day Reporting Program.
      3) Serve as fiscal agent for the funds identified in this MOU.
      4) Reimburse the County for costs and expenses associated with the County's operation of the Day Reporting Program upon receipt of invoice or statement from the County. Reimbursement by the City shall be made within thirty (30) days following receipt of the County's statement or invoice requesting reimbursement for costs incurred by the County.

b. **The County shall:**

1) Manage and operate the Day Reporting Program including but not limited to, hiring personnel and overseeing the procurement of all services and maintenance of all financial records pertaining to the Program and expenditure of funds.
2) Operate the Day Reporting Program Monday through Friday inclusive of holidays from 8:30 a.m. to 5:30 p.m., with the average length of stay being three (3) to ninety (90) days. Referrals for the Program are made by the Probation Officers or from the Children's Court. Participants shall be between the ages of 12 to 17, who present a high level of risk and are pre or post adjudication and amenable to services offered by the Day Reporting Program.
3) Work with the Santa Fe Public School ("SFPS") system. The Public School District provides one (1) full time teacher for the Day Reporting Program. Instruction shall be aligned with the instruction schedule followed by the SFPS Career Academy and approve by the SFPS Board of Education.
4) Ensure that the Day Reporting Program does not exceed fifteen (15) participants per day; maintain demographic information on all participants and other related information such as program related services arranged for participants, and number of participants in the Day Reporting Program.
5) Provide Program outcomes to the City and CYFD through a monthly report form submitted by the County to the City.

2. COMPENSATION

Reimbursement to the County for expenses incurred in the operation of the Day Reporting Project shall not exceed a total of $93,750.00, exclusive of gross receipt tax ($75,000 for FY 2011 and $18,750 for FY 2012).

3. TERM

This Agreement shall effective when signed by both authorized signatories of the City and County. The Term of this MOU is from July 1, 2010 to September 30, 2011, unless earlier terminated pursuant to paragraph 4 below.

4. TERMINATION

This Agreement may be terminated by either party upon delivery of a written notice to the other party at least 30 days prior to the intended date of termination. By such termination, neither party may nullify or avoid any obligations incurred prior to termination. The City may not by such termination avoid its obligation to reimburse the County for unavoidable and appropriate Project costs to which County was obligated prior to termination by the City, such as compensation due under a construction contract. The County will request reimbursement for such unavoidable and appropriate Project costs in accordance with Paragraph 1.a.3.

5. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this MOU. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, § 41-4-1, *et seq.*, NMSA 1978, as amended.

6. AMENDMENT

This Agreement shall not be altered, changed or amended except by an instrument in writing executed by the parties hereto.

7. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico and the governing bodies of the City and County for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice being given from one party to the other. Any party's decision as to whether sufficient appropriations are available shall be accepted by the other party and shall be final.

8. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of New Mexico.

9. ACCOUNTABLITY

During the term of this Agreement and for a period of three (3) years thereafter, each of the parties will maintain accurate and complete records of all disbursements made and monies received by each under this Agreement; and, upon receipt of reasonable written request, each shall make such records available to the other party and to the public, including any federal, state or local authority during regular business hours.

10. NO THIRD PARTY BENEFICIARIES

Nothing in this MOU, express or implied, is intended to confer any rights, remedies, claims or interests upon a person not a party to this MOU.

11. PROPERTY

At the expiration of this MOU or upon earlier termination, all property associated with the Day Reporting Project shall remain with, and be the property of the County and shall be maintained by the County.

12. ENTIRE AGREEMENT

This MOU represents the entire understanding between the City and County and supersedes any prior agreements or understandings with respect to the subject of this MOU. No changes, amendments or alterations to this MOU will be effective until in writing and signed by the parties.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the dates written below.

CITY OF SANTA FE

(signature and title) Date

Approved as to Form:

Judith Amer for
City Attorney
City of Santa Fe

8/11/11
Date

SANTA FE COUNTY:

Katherine Miller
Katherine Miller, Manager
Santa Fe County

8·5·11
Date

Approved as to Form:

Stephen C. Ross, County Attorney

July 26, 2011
Date

FINANCE DEPARTMENT:

Teresa Martinez, Finance Director
Santa Fe County

July 28, 2011
Date

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE

_____

DAVID COSS, MAYOR

DATE: _____

ATTEST:

_____

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

Judith Amer for

GENO ZAMORA, CITY ATTORNEY

8/15/11

APPROVED:

_____

KATHRYN RAVELING, DIRECTOR
FINANCE DEPARTMENT

REVENUE BUSINESS UNIT NUMBER 22768.510300