

**ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 04/04/16
FOR CITY COUNCIL MEETING OF 04/13/16**

ISSUE:

14. Request for Approval of Memorandum of Agreement – School Cross Guard Program for Traffic Engineering Division; Santa Fe Public Schools. (John Romero)

FINANCE COMMITTEE ACTION:

Approved as consent item.

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR VILLAREAL	X		
COUNCILOR IVES	X		
COUNCILOR LINDELL	Excused		
COUNCILOR HARRIS	X		
CHAIRPERSON DOMINGUEZ			

4-13-15

**ACTION SHEET
ITEM FROM THE
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING
OF
MONDAY, MARCH 28, 2016**

ITEM 9

REQUEST FOR APPROVAL OF A MEMORANDUM OF AGREEMENT BETWEEN SANTA FE PUBLIC SCHOOLS AND THE CITY OF SANTA FE FOR THE SCHOOL CROSS GUARD PROGRAM (JOHN ROMERO)

PUBLIC WORKS COMMITTEE ACTION: Approved on Consent

FUNDING SOURCE: 12054.510300

SPECIAL CONDITIONS / AMENDMENTS / STAFF FOLLOW UP:

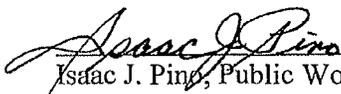
VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON IVES			
COUNCILOR MAESTAS	X		
COUNCILOR RIVERA	X		
COUNCILOR TRUJILLO	X		
COUNCILOR VILLARREAL	X		

City of Santa Fe, New Mexico

memo

DATE: March 3, 2016

TO: Public Works Committee

VIA: 
Isaac J. Pina, Public Works Department Director

FROM: John Romero, Traffic Engineering Division Director 

SUBJECT: Memorandum of Agreement Between Santa Fe Public Schools and the City of Santa Fe For School Cross Guard Program

ITEM & ISSUE:

The City of Santa Fe and the Santa Fe Public Schools (SFPS) have jointly administered the School Crossing Guard program for the past approximately 29 years. For the first 25 years, the City of Santa Fe administered the program, receiving reimbursement from the SFPS for half of what it cost to run the program.

In FY 12/13, the City of Santa Fe and the SFPS agreed to transfer the administrative responsibilities to the SFPS. The City of Santa Fe agreed to reimburse the SFPS an amount not to exceed \$175,000 for documented costs incurred in administering the program. This amount of \$175,000 is based on what the City's actual costs were the last three years we ran the program.

These actual costs were:

FY 09/10 - \$174,709.74

FY 10/11 - \$151,170.62

FY 11/12 - \$179,575.83

The past three fiscal years, the City of Santa Fe reimbursed SFPS to following amounts:

FY12/13 - \$175,000.00

FY 13/14 - \$127,877.37

FY 14/15 - \$169,093.58

The proposed MOU will continue to assign administrative responsibilities of the School Cross Guard program to the SFPS for the next school year, with the City responsible for providing up to the \$175,000 reimbursement.

The Public Works has a requested a budgeted of \$175,000 for this upcoming fiscal year (FY 16/17) under Business Unit/Line Item 12054.510300.

RECOMMENDED ACTION:

Approval of the MOU between the City of Santa Fe and the Santa Fe Public Schools for the School Cross Guard Program.

If you have any questions or need any more information, feel free to contact me at 955-6638.
Thank you.

Attachment: MOU

N:\Traffic Engineering\Traffic Engineering Section\07-Crossing Guards\CG 2016\SFPS\MOU\PW-SFPS MOU 02-25-16.doc

MEMORANDUM OF AGREEMENT
BETWEEN SANTA FE PUBLIC SCHOOLS
AND
THE CITY OF SANTA FE, NEW MEXICO

THIS MEMORANDUM OF AGREEMENT ("Agreement") is made and entered into by and between the City of Santa Fe (the "City") and Santa Fe Public Schools (the "SFPS"). The date of this Agreement shall be the date when it is executed by the City and SFPS, whichever occurs last.

WHEREAS, for the past approximately twenty nine years, the City and SFPS have agreed that it is in the best interests of the City and the SFPS to jointly administer the School Crossing Guard program because both parties have the same goal of ensuring that SFPS elementary school children safely cross the City's streets in order to get to school; and

WHEREAS, for the first 25 years, the City provided administrative support services and hired City employees to staff the School Crossing Guard program; and

WHEREAS, for the specified three fiscal years, the SFPS reimbursed the City for ½ of the City's actual costs as follows: FY 09/10 - \$174,709.74; FY 10/11 - \$151,170.62; FY 11/12 - \$179,575.83; and

WHEREAS, for the specified three fiscal years the City reimbursed the SFPS as follows: FY 12/13 - \$175,000; FY 13/14 -

\$127,877.37; FY 14/15 - \$169,093.58; and

WHEREAS, the SFPS has informed the City that it desires to continue the responsibility for administering the School Crossing Guard program entirely; and

WHEREAS, the City agrees to continue to assign the responsibility for administering the School Crossing Guard Program to the SFPS and to partially reimburse SFPS' actual costs in administering the Program.

THEREFORE, the City and the SFPS agree that in order to administer, operate and establish provisions for the School Crossing Guard Program and to maintain traffic control devices within City right of way, each party shall be bound by the following terms:

1. SCOPE OF SERVICES AND RESPONSIBILITIES

A. The City shall:

(1) Maintain traffic control devices contained within City right of way, including the following:

- (a) Signs related to the control of traffic and pedestrians (i.e., School Crossing signs, Stop signs, Do Not Enter signs, etc.).
- (b) Pavement markings such as lane lines, stop bars, and arrows.
- (c) School flashers.

B. The SFPS shall:

(1) Administer the School Crossing Guard Program, including, without limitation, the following:

- (a) Hiring, supervising, disciplining, and terminating employees (the "Personnel").
- (b) Training and supervising Personnel.
- (c) Providing equipment and supplies (i.e., uniforms, safety equipment, vehicle costs, mileage, etc.).
- (d) Compensating Personnel.
- (e) Arranging for substitute personnel during absences.
- (f) Placing Crossing Guards.
- (g) Should SFPS decide to sub-contract any of the above duties, whether in its entirety or partially, through contracts with private entities, SFPS would remain responsible for the administration of the program in its entirety.

(2) Provide the City with school times prior to each school year for the purpose of programming the school flashers. Notify the City within 5 working days prior of any changes to school times.

C. Both the City and SFPS agree:

- (1) The SFPS will serve as fiscal agent for the

Program. The SFPS shall maintain a separate accounting of all expenditures of the Program, including but not limited to, invoices, contracts and expenditures to sub-contractors.

2. COMPENSATION

A. SFPS and the City shall include sufficient funds within their respective annual operating budgets to support the anticipated expenditures of the Program.

B. The City shall pay SFPS for half of its actual, documented costs incurred in administering the Program in an amount not to exceed one hundred seventy-five thousand dollars and zero cents (\$175,000.00) for fiscal year 2017, which amount shall be paid out in installments, upon quarterly requests for payment, accompanied by supporting documentation, from the SFPS.

3. TERM

This Agreement shall terminate on June 30, 2017, unless terminated sooner pursuant to Article 4 below.

4. TERMINATION

A. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least 30 days prior to the intended date of termination.

B. However, this Agreement may not be terminated during any school year, so as not interrupt the need to provide crossing guards for school age children during the school year.

C. By such termination, neither party may nullify

obligations already incurred for performance or failure to perform prior to the date of termination.

5. STATUS OF CONTRACTOR

Neither party's agents and employees shall accrue leave, retirement, insurance, bonding, use of the other party's vehicles, or any other benefits afforded to the other party's employees as a result of this Agreement.

6. CONFIDENTIALITY

Any confidential information 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 the other party without the prior written approval of the other party.

7. CONFLICT OF INTEREST

Both parties warrant that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement.

8. ASSIGNMENT; SUBCONTRACTING

Neither party shall 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 other party.

9. RELEASE

Both parties release each other, their officers and

employees, from all liabilities, claims, and obligations whatsoever arising from or under this Agreement. The parties agrees not to purport to bind each other to any obligation not assumed herein by the parties unless the parties have express written authority to do so, and then only within the strict limits of that authority.

10. THIRD PARTY BENEFICIARIES

By entering into this Agreement the parties do not intend to create any right, title, or interest in or for the benefit of any person other than the City and the SFPS. No person shall claim any right, title, or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

11. RECORDS AND AUDIT

The SFPS shall maintain detailed time records that indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the City. The City shall have the right to audit the billing both before and after payment; payment under this Agreement shall not foreclose the right of the City to recover excessive illegal payments.

12. APPLICABLE LAW; CHOICE OF LAW; VENUE

This Agreement shall be governed by the ordinances of the city of Santa Fe and the laws of the state of New Mexico.

13. AMENDMENT

This Agreement shall not be altered, changed, or

amended except by instrument in writing executed by the parties hereto. The parties expressly agree that the Program is dynamic in nature with regard to the number of crossing guards needed in order to provide for the safety of school bound children, and agree that the decision to increase or decrease as circumstances warrant upon mutual agreement of the City Manager, on behalf of the City, and the Superintendent, on behalf of SFPS, without requiring formal written amendments to this Agreement and without violating the terms of this Agreement.

14. 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 understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in SFPS in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement

modifies or waives any provision of the New Mexico Tort Claims Act.

16. NOTICES

Any notice required by this Agreement shall be given in writing to the parties designated below. Notice shall be effective when delivered personally to any party, or three business days after deposited, postage fully prepaid, registered or certified, in an official receptacle of the U. S. Postal Service.

CITY: Brian Snyder, City Manager
City of Santa Fe
P. O. Box 909
Santa Fe, New Mexico 87504-0909

SFPS: Superintendent
Santa Fe Public Schools
610 Alta Vista Street
Santa Fe, New Mexico 87501

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

CITY OF SANTA FE:

SANTA FE PUBLIC SCHOOLS
SUPERINTENDENT

JAVIER M. GONZALES, MAYOR

NAME & TITLE

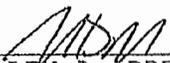
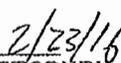
DATE: _____

DATE: _____

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR RODRIGUEZ,
DIRECTOR FINANCE DEPARTMENT



City of Santa Fe
Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

FOR: ORIGINAL CONTRACT or CONTRACT AMENDMENT

2 Name of Contractor Santa Fe Public Schools

3 Complete information requested PlusGRT

Original Contract Amount: \$175,000

Inclusive of GRT

Termination Date: June 30, 2017

Approved by Council Date: _____

or by City Manager Date: _____

Contract is for: 1

Amendment# _____ to the Original Contract# _____

Increase/(Decrease) Amount\$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

or by City Manager Date: _____

Amendment is for: _____

4 History of Contract & Amendments: (option: attach spreadsheet if multiple amendments) PlusGRT

Inclusive of GRT

Amount\$ _____ of original Contract# _____ Termination Date: _____

Reason: _____

Amount\$ _____ amendment# _____ Termination Date: _____

Reason: _____

Amount\$ _____ amendment# _____ Termination Date: _____

Reason: _____

Amount\$ _____ amendment# _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$_____



City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 Procurement Method of Original Contract: (complete one of the lines)

RFP# _____ Date: _____

RFQ _____ Date: _____

Sole Source _____ Date: _____

Other This is an MOU between SFPS and the city _____

6 Procurement History: N/A
example: (First year of 4 year contract)

Purchasing Officer Review

Comments or Exceptions: _____

7 Funding Source: General Fund BU/Line Item: 12054.510300

Budget Officer Approval:

Comments or Exceptions: _____

8 Any out-of-the ordinary or unusual issues or concerns:
See Memo
(Memomay be attached to explain detail.)

9 Staff Contact who completed this form: John Romero

Phone# ext. 6638

10 Certificate of Insurance attached. (if original Contract)

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review
and approval (depending on dollar level).

To be recorded by City Clerk:

Contract# _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

FINANCE DEPARTMENT-FINANCE COMMITTEE

Finance Packet Checklist

The following information should be included in all packets to ensure your item is not pulled.

Contracts/Agreements/Grants/BARS/Bids/RFP's	YES	NO	N/A
Memo			
Address memo to Finance Committee-Initiated by all Staff	<input checked="" type="checkbox"/>		
Provide explanation if and when Budget available	<input checked="" type="checkbox"/>		
Include Funding Source-Business Unit and Line item	<input checked="" type="checkbox"/>		
Include approval term if requesting more than 1 yr	<input checked="" type="checkbox"/>		
Verify term in memo matches term of Contract	<input checked="" type="checkbox"/>		
Include Vendor awarded the contract			<input checked="" type="checkbox"/>
Include Bid/RFP # in memo			<input checked="" type="checkbox"/>
Submit Originals to the City Clerk's office	<input checked="" type="checkbox"/>		
Contracts and Agreements			
Attach initialed Memo addressed to Finance Committee	<input checked="" type="checkbox"/>		
Need approval from legal-must be "Approved As To Form" by City Attorney	<input checked="" type="checkbox"/>		
Include CRS # in contract			<input checked="" type="checkbox"/>
Include Business Registration # in contract	<input checked="" type="checkbox"/>		
Attach Summary of Contract and Agreement Form			<input checked="" type="checkbox"/>
Attach Certificate of Insurance			<input checked="" type="checkbox"/>
Attach Procurement Checklist			<input checked="" type="checkbox"/>
Submit single sided copy of contract to Finance	<input checked="" type="checkbox"/>		
Forward Originals to the City Clerk's office	<input checked="" type="checkbox"/>		
Bids/RFP's/Agreements/Grants			
Route all contracts, MOU's and agreements through Purchasing 1st for "Procurement Checklist"			<input checked="" type="checkbox"/>
Forward to City Attorney for "Approved as to Form" Approval	<input checked="" type="checkbox"/>		
Forward complete contract to Budget Officer for review and approval	<input checked="" type="checkbox"/>		
Forward BARS-to Accounting for review and signature (Grants or Special Projects)			<input checked="" type="checkbox"/>
Forward all other BARS directly to Budget Office for review and approval			<input checked="" type="checkbox"/>
Contracts >\$50k forward to Finance Committee-all others forward to Finance Department	<input checked="" type="checkbox"/>		