

City of Santa Fe, New Mexico

memo

DATE: June 9, 2014

TO: Finance Committee

FROM: Robert Rodarte, Purchasing Officer, Purchasing Division 

VIA: Marcos A. Tapia, Director, Finance Department 

ISSUE: Award of Request for Proposal # '14/33/P
Santa Fe Regional Juvenile Justice Board Consultant

SUMMARY:

On April 2, 2014, one proposal was received for the above referenced service.

The evaluation criteria consisted of experience in working with CYFD Continuum Board, design/discussion of strategic plan, board development, implementation of budget and plan. The proposal was reviewed and evaluated by the Juvenile Justice Board.

The using department has reviewed the proposals and recommends award to Jac-O Consulting in the amount of \$14,500.00 annually for a four year term.

Budget will be available each fiscal year if grant funding resources are available in account number 22768.510300 (Exp-Juvenile Justice Program – Professional Services).

ACTION:

It is requested that this recommendation of award to the Jac-O Consulting, in the amount of \$14,500.00 annually be reviewed, approved and submitted to the City Council for its consideration.

Attachment(s):

1. Memo of recommendation from the using department.
2. A copy of the professional service agreement.
3. A copy of using department's tabulation score sheet.

City of Santa Fe, New Mexico

memo

DATE: May 23, 2014

TO: Finance Committee and City Council

VIA:



Isaac J. Pino, Community Services Director

Terri Rodriguez, Youth and Family Services Division Director

FROM: Richard De Mella, Juvenile Justice Planner



ITEM

Request approval of Amendment #1 of the Professional services Agreement with Jac-O-Consultant.

SUMMARY

The City of Santa Fe is increasing the Professional Services Agreement with Jac-O-Consultant in two arenas funding and termination. The PSA had to be put out to RFP because it had exhausted the \$50,000.00 threshold for a four year period. An RFP 14/33/P was issued and responded by Jack Ortega. The review board accepted the proposal and a new PSA was completed and signed. However when a PO was ordered for the PSA, Purchasing wanted to extend the contract for four years and the amount for the four years. Upon speaking to the legal division it was determined to do an Amendment to this PSA. The amendment speaks to compensation at \$43,500 and term till June 30, 2017 dependent upon sufficient grant funded resources. Program Expenditures for juvenile justice services are budgeted in the business unit # 22768.510300.

ACTION RECOMMENDED

Approval of Amendment #1 of Professional Services Agreement with Jac-O-Consultant.

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated September (the "Agreement"), between the City of Santa Fe (the "City") and Jac-O- Consultants (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide Juvenile Justice Consultant services to the City regarding the matter of Jac-O- Consultants

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of forty-three thousand five hundred (\$43,500) so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed fifty-eight thousand dollars (\$58,000), inclusive of applicable gross receipts taxes. Payment shall be made at the rate of twenty-seven dollars (\$27) an hour.

2. TERM.

Article 5 of the Agreement is deleted. A new Article 5 of the Agreement is inserted to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2017, unless terminated sooner pursuant to Article 6, below.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:
JAC-O Consultant

JAVIER M. GONZALES, MAYOR

NAME & TITLE

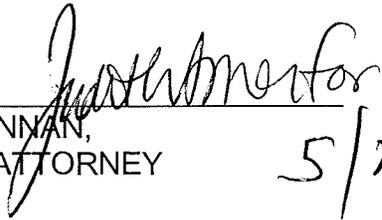
Date: _____

Date: _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:



KELLEY A. BRENNAN,
INTERIM CITY ATTORNEY

5/21/14

APPROVED:



MARCOS A. TAPIA,
FINANCE DIRECTOR

5/28/14

222768.510300
Business Unit/Line Item

ITEM # 14-0337

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Jac-o Consultant (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

A. Advise the Santa Fe Regional Juvenile Justice Board (Board) and coordinate the following:

(1) Assist the Board in assessing attainment of the goals and objectives of the Board's Strategy Plan. The plan will evolve through challenges that face the juvenile justice arena. The Board through discussion, design, and implementation will approve the plan.

(2) Provide written reports to the board and report on the process of the activities of the Board's Strategy Plan and all related programs.

B. Receive data regarding follow up of project participants and prepare follow up reports for the Board.

C. Budget planning and implementation of funding. Working with communities and entities to help strengthen collaborative efforts.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the personnel experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed fourteen thousand five hundred dollars (\$14,500), inclusive of applicable gross receipts taxes. Payment shall be made at the rate of twenty-seven dollars (\$27) an hour.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt, approval and acceptance by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30th, 2014 unless sooner

pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) Compensation is based upon hourly rates and expenses, therefore the Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. CONFIDENTIALITY

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 City.

9. CONFLICT OF INTEREST

The Contractor warrants 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 of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of

that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all

losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe 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.

15. 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 Contractor. 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.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. 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 or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age,

religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. REPORTING REQUIREMENTS

The Contractor shall provide the City with a written quarterly report and supporting documents at the end of each calendar quarter with reporting on the goals met as set forth in Exhibit "C" attached hereto and incorporated herein. Failure to meet these goals and/or noncompliance with this provision may result in termination pursuant to Article 6 of this Agreement.

23. NOTICES

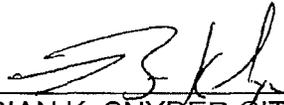
Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:
Community Services Department
PO Box 909
Santa Fe NM 87504-0909

Contractor:
Jack Ortega
424 Vera Drive
Santa Fe NM 87501

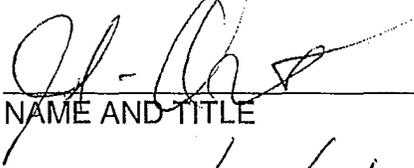
IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:


BRIAN K. SNYDER CITY MANAGER

DATE: 05/11/2014

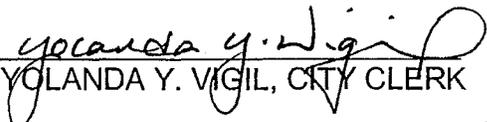
CONTRACTOR:
JAC-O CONSULTING


NAME AND TITLE

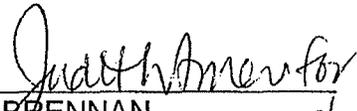
DATE: 5/16/14

CRS#02-331567-008
City of Santa Fe Business
Registration # 14-86261

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
R.O.

APPROVED AS TO FORM:


KELLEY A. BRENNAN,
INTERIM CITY ATTORNEY 5/7/14

APPROVED:


MARCOS A. TAPIA, FINANCE DIRECTOR
222768.510300
Business Unit Line Item 5/8/14



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

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

1 FOR: ORIGINAL CONTRACT or CONTRACT AMENDMENT

2 Name of Contractor JAC-O-CONSULTANT

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: _____

Termination Date: _____

Approved by Council Date: _____

or by City Manager Date: _____

Contract is for:

Amendment # 1 to the Original Contract# 141-0337

Increase/(Decrease) Amount \$ 58,000⁰⁰

Extend Termination Date to: 6/30/17

Approved by Council Date: _____

or by City Manager Date: _____

Amendment is for:

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) Plus GRT
 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: \$ _____

