City of Santa Fe, New Mexico

memo

DATE: December 8, 2015

TO: Finance Committee and City Council

VIA: Isaac J. Pino, Community Services Department Director
Chris L Sanchez, 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 the Santa Fe County in the amount of $65,076.00

SUMMARY

The City of Santa Fe received a $183,351 grant from the State of New Mexico Children's, Youth, and Families Department (CYFD) in July of 2014 to provide continuum services. These services include funding for Intensive Community Monitoring, a Continuum Facilitator, Day Reporting Program, gender specific program and family strengthening program. The agreement stipulates that $65,076.00 be allocated for the Day Reporting Program.

The Day Reporting Program offers an alternative educational program for youth that are currently in the juvenile justice system. The County provides the space and security at the Youth Development Program and the Santa Fe Public schools provide a teacher and aid.

ACTION RECOMMENDED

Approval of the MOU between the City of Santa Fe and Santa Fe County for $65,076.00 The funds for this agreement are available through business unit 22768.510300.

SS001.PM5 - 7/95

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SANTA FE AND SANTA FE COUNTY

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "Agreement") is entered on this _____ day of _____ 2015, by and between Santa Fe County (hereinafter referred to as "County"), a political subdivision of the state of New Mexico, 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; and

WHEREAS, the County operates the Day Reporting Program with $65,076.00 in funding from the City and flow-through funding from the State of New Mexico, Children, Youth and Families Department; and

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

WHEREAS, the purpose of this Agreement is to provide for the duties and responsibilities of the City and County with respect to the expenditure and administration of funds to continue the Day Reporting Program for FY 2016 (July 1, 2015 to June 30, 2016).

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 $65,076.00 for expenditure by the County in FY 2016 for operation and oversight of the Day Reporting Program.
      2) Serve as fiscal agent for the funds identified in this Agreement.
      3) 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 30 days following receipt of the County's statement or invoice requesting reimbursement for costs incurred by the County.

2. COMPENSATION

Compensation to the County will be on a reimbursement basis. Reimbursement to the County for expenses incurred in the operation and oversight of the Day Reporting Project during FY 2016 shall not exceed $65,076.00, inclusive of gross receipt tax.

3. TERM

This Agreement shall effective when signed by both authorized signatories of the City and County. The Term of this Agreement is the date of signatories of the parties through June 30, 2016, 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.

5. LIABILITY; TORT CLAIMS ACT

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation of requirements applicable to the performance of this Agreement.

Any liability incurred by the City or County 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. By entering into this Agreement, the City and County and their "public employees" as defined in the New Mexico Tort Claims Act do not waive sovereign immunity, any defense or claim, or any limitation of liability under the Tort Claims Act. No provision of this Agreement modifies or waives any provision of the Tort Claims Act.

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

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

CITY OF SANTA FE

Mayor Javier M. Gonzales — Date

Attestation

Yolanda Y. Vigil — Date
City Clerk

Approved as to form:

Kelley A. Brennan — 1/6/15
Kelley A. Brennan — Date
City Attorney

Approved by City Finance Department:

Oscar Rodriguez, Finance Director — Date

SANTA FE COUNTY:

Katherine Miller — 12.8.15
Katherine Miller — Date
Manager

Approved as to form:

Gregory S. Shaffer — 12-4-15
Gregory S. Shaffer — Date
County Attorney

Finance Department:

0130:CJ — 12-7-2015
Carol H. Jaramillo — Date
Director

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 Santa Fe County

3 Complete information requested ☐ Plus GRT ☐ Inclusive of GRT

Original Contract Amount: $65,076.00

Termination Date: June 30th 2016

☐ Approved by Council Date: _____

☐ or by City Manager Date: _____

Contract is for: MOU for Day Reporting Program

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

☐ or by City Manager Date: _____

Amendment is for:

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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: $ _____

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 _____

6 **Procurement History:** 5th year
example: (First year of 4 year contract)

7 **Funding Source:** CYFD **BU/Line Item:** 22768.510300

8 **Any out-of-the ordinary or unusual issues or concerns:**

_____
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Richard De Mella

Phone # _____-6630

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: