



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

**ISSUE:**

21. Request for Approval of Amendment No. 1 to Professional Services Agreement – Intensive Community Monitoring Program for Juveniles; Mary Louise Romero. (Richard DeMella)

**FINANCE COMMITTEE ACTION:**

Approved as discussion item.

**FUNDING SOURCE:**

**SPECIAL CONDITIONS OR AMENDMENTS**

**STAFF FOLLOW-UP:**

<b>VOTE</b>	<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAIN</b>
COUNCILOR VILLAREAL	X		
COUNCILOR IVES	X		
COUNCILOR LINDELL	Excused		
COUNCILOR HARRIS	X		
CHAIRPERSON DOMINGUEZ			

4-13-15

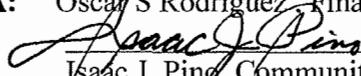
# City of Santa Fe, New Mexico

# memo

**DATE:** March 16, 2016

**TO:** Finance Committee, and City Council

**VIA:** Oscar S Rodriguez, Finance Director



Isaac J. Pina, Community Services Director

Chris L. Sanchez, Youth and Family Services Division Director 

**FROM:** Richard DeMella, Juvenile Justice Planner 

## ITEM

Request approval to amend the Professional Services Agreement (PSA) for Mary Louise Romero (Intensive Community Monitoring Program ICM).

## SUMMARY

The State of New Mexico Children, Youth and Families Department (CYFD) awarded the City of Santa Fe \$183,351.00 for continuum services in our community. A PSA was completed and implemented for Intensive Community Monitoring (ICM) in the amount of \$42,108.00 for FY 15/16.

The Santa Fe Regional Juvenile Justice Board (SFRJJB) voted and approved the increase of funding for the contracted ICM program from \$42,108.00 to \$60,091.00. The \$17,983.00 increase is available, due to the Day Reporting Program not expending its allocated funding amount. This funding increase will extend the ICM program for a full year ending on June 30<sup>th</sup> 2016.

## ACTION RECOMMENDED

Approval of Amendment #1 of Professional Services Agreement with Mary Louise Romero (ICM) for funding increase from \$42,108.00 to \$60,091.00.

Expenditures for juvenile justice services are budgeted in the business unit # 22768.510340.

**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, date July 30, 2014 (the "Agreement"), between the City of Santa Fe (the "City") and Mary Louise Romero (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

**RECITALS**

A. Under the terms of the Agreement, Contractor has agreed to provide ICM services;

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 compensation by seventeen thousand nine hundred eighty three dollars (\$17,983), so that Article 3, paragraph A reads as follows:

A. The City shall pay the Contractor in full payment for services rendered, a sum of two hundred nine thousand nine hundred eighty three dollars (\$209,983), inclusive of applicable gross receipts taxes. Payments shall be made at a rate of forty-eight thousand dollars (\$48,000) per year.

2. 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:

\_\_\_\_\_  
JAVIER M. GONZALES, MAYOR

\_\_\_\_\_  
MARY LOUISE ROMERO

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

\_\_\_\_\_  
OSCAR RODRIGUEZ, FINANCE DIRECTOR

\_\_\_\_\_  
Business Unit/Line Item



**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 Mary Louise Romero

3 Complete information requested  Plus GRT  
 Inclusive of GRT

Original Contract Amount: \$42,108.00

Termination Date: June 30, 2018

Approved by Council Date: \_\_\_\_\_

or by City Manager Date: \_\_\_\_\_

**Contract is for:** Intensive Community Monitoring Services

Amendment # 1 to the Original Contract# 14-0743

Increase/(Decrease) Amount \$ 17,983.00

Extend Termination Date to: June 30th 2018

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: \$ \_\_\_\_\_



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

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

RFP# RFP 14/43 Date:

RFQ [ ] Date:

Sole Source [ ] Date:

Other

6 Procurement History: 12 years of 12 year contract
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:

Large empty rectangular box for comments.

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 Mary Louise Romero (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

A. Receive referrals from the Santa Fe County Juvenile Probation and Parole (JPPO) and the First Judicial District Children's Court to place offenders in the Intensive Community Monitoring Program (ICM). ICM will occur with respect to school attendance and grade records cards, compliance with the JPPO plans and compliance with court orders. Random house, school, and jobsite visits will also be conducted. Phone calls and face to face meetings will track the compliance of each juvenile.

B. Report ICM activity funding in writing to the City of Santa Fe on a monthly basis.

C. Provide services to no less than forty five (45) unduplicated juvenile offenders.

D. Document, for project evaluation purposes, information on reported delinquent acts of juveniles being served and committed while on probation with the Santa Fe county JPPO.

Contractor shall participate in project evaluation, data collection and reporting.

E. Provide information to juvenile offenders and their families regarding additional community resources, and document their participation in these services.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the 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 one hundred ninety two thousand dollars (\$192,000), inclusive of applicable gross receipts taxes. Payment shall be made at the rate of forty-eight thousand (\$48,000) per year.

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 and approval 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 terminate on, June 30th 2018, 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) If compensation is not based upon hourly rates for services rendered, the City shall pay the Contractor for the reasonable value of services satisfactorily performed

through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If 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 contract.

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. 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:  
Mary Louise Romero  
1601 1/2 Young Street  
Santa Fe NM 87505

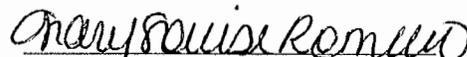
IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

CONTRACTOR:

  
JAVIER M. GONZALES, MAYOR

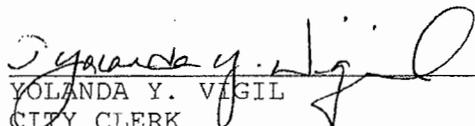
DATE: 8/8/14

  
MARY LOUISE ROMERO

DATE: 8/14/14

CRS # 02481679005  
City of Santa Fe Business  
Registration # 14 00125926

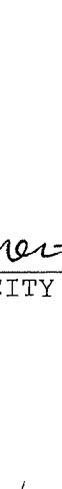
ATTEST:

  
YOLANDA Y. VIGIL  
CITY CLERK  
Comtg 7/30/14

APPROVED AS TO FORM:

  
KELLEY A. BRENNAN, CITY ATTORNEY 6/24/14

APPROVED:

  
~~MARCOS A. TARIJA~~, DIRECTOR 8/6/2014  
FINANCE DEPARTMENT

22768.510300  
BUSINESS UNIT/LINE ITEM

## CHILDREN, YOUTH and FAMILIES DEPARTMENT BUDGET, PROGRAM and UNIT ADJUSTMENT FORM

Adjustment No.: 1 x Budget Revision  
 Date: 27-Jan-16 x Program Funds  
 Grantee Name: City of Santa Fe \_\_\_\_\_ Match Funds  
 Contract No.: 15-690-18436 \_\_\_\_\_ Component Adjustment  
 Program Name: Santa Fe Regional Juvenile Justice Board \_\_\_\_\_ Project Description Revision  
\_\_\_\_\_ Project Schedule Revision

Line Item Appropriation	Existing Budget	Increase	Decrease	Amended Budget
* Use only whole numbers Continuum Coordinator-Contractual	\$1,938		\$1,938	\$0
Travel	\$1,435		\$1,000	\$435
Youth Committee	\$300			\$300
ICM	\$42,108	\$17,938		\$60,046
Gender Specific-Contractual	\$4,785	\$3,215		\$8,000
Day Reporting-Personnel	\$47,850		\$23,925	\$23,925
Benefits	\$17,226		\$8,613	\$8,613
Contractual	\$6,699			\$6,699
Strengthening Families	\$6,910	\$1,000		\$7,910
Communities in Schools- Personnel	\$25,431	\$13,323		\$38,754
Benefits	\$4,744			\$4,744
Restorative Justice- Contractual	\$23,925			\$23,925
<b>Totals:</b>	<b>\$183,351</b>	<b>\$35,476</b>	<b>\$35,476</b>	<b>\$183,351</b>

**Justification:**  
 The SPRJJB has voted to BAR funding from the Day Reporting Program to other programs. The ICM program is much needed as the First Judicial District Judge stated at the meeting. ICM will run a FULL YEAR with the BAR funding. This funding will enable an extra 25 clients into the program till the end of June 2016. Gender did not have enough funding to do one cohort with the influx a boys and girls cohort can be completed. Families need some funding to do a total of two cohorts. CIS needs an increase due to the amount of challenges that Cesar Chavez elementary school is facing. Upon speaking to Julia Bergen the CIS director stated that the funding will go directly into Cesar Chavez school. It will help with the funding of the position and CIS will utilize the savings to help with auxiliary services for the students. These services include mental and behavioral health, tutoring and lifeskills. These services often include families of the students. CIS is in several low performing schools in the Santa Fe school district. CIS has been instrumental in aiding schools, students, families and the community as it pertains to school.  
 Continue on a separate page.

I certify the above is required for efficient program operation  
 Authorized Signature: [Signature] Title: Senior Financial Analyst Date: 2/17/16

CHILDREN, YOUTH and FAMILIES DEPARTMENT

Authorized Signature: [Signature] Title: Program Manager Approved: [Signature] Date: 2/22/16  
 Disapproved: \_\_\_\_\_