

**ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 11/12/14
ITEM FROM FINANCE COMMITTEE MEETING OF 11/03/14**

ISSUE:

7. Request for Approval of Amendment No. 1 to Agreement – Restorative Justice Program Services through Santa Fe Regional Juvenile Justice Board; State of New Mexico, Children, Youth and Families Department. (Richard DeMella)
- A. Request for Approval of Budget Increase – Juvenile Justice Program Fund

FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM

Requested approval of amendment no. 1 to agreement for Restorative Justice Program Services through Santa Fe Regional Juvenile Justice Board; State of New Mexico Children, Youth and Families Department in the total amount not to exceed \$205,159.

FUNDING SOURCE: 21516.490250

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			



3-17-14


City of Santa Fe, New Mexico

memo

Date: October 15, 2014

To: Finance Committee and City Council

Via: 
Isaac J. Piro, Community Services Department Director
Terrie Rodriguez, Youth and Family Services Division Director 

From: Richard De Mella, Juvenile Justice Planner. 

ITEM

Request approval of The State of New Mexico Children Youth and Families Department (CYFD) agreement # 15-690-17240 in the amount of \$180,159.00 in juvenile services revenue business unit #21516-490250. To increase through Amendment number one by \$25,000.00 for Restorative Justice Services to a total of \$205,189.00. CYFD funds alternative to detention programs and this Restorative Justice program fits their requirements.

SUMMARY

The City of Santa Fe has received a grant from the State of New Mexico Children, Youth and Families Department (CYFD) totaling \$180,159.00 for FY 14-15, and with this amendment it will increase by \$25,000.00. The funding will be distributed as follows:

- | | |
|---------------------------------------|--------------|
| • Intensive Community Monitoring, FTE | \$46,400.00 |
| • Gender Specific Programming | \$ 5000.00 |
| • Continuum Facilitator | \$15,008.00 |
| • Day Reporting Program | \$75,000.00 |
| • Mentoring | \$ 31,531.00 |
| • Strengthening Families | \$ 7,220.00 |
| • Restorative Justice | \$25,000.00 |

To fulfill the conditions of the state grant the Youth and Families Services Division will coordinate services through the Santa Fe Regional Juvenile Justice Board outlined in the CYFD scope of work.

ACTION RECOMMENDED

Approval of CYFD amendment number one agreement of \$205,159.00 in expenditure business unit #21516-490250 and Budget Increase.

STATE OF NEW MEXICO
CHILDREN, YOUTH AND FAMILIES DEPARTMENT
AGREEMENT
AMENDMENT NUMBER One

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **CHILDREN, YOUTH AND FAMILIES DEPARTMENT**, hereinafter referred to as the “Agency” and **CITY OF SANTA FE**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Agency.

PURPOSE OF AMENDMENT

1. Revise **Article II “Scope of Work”** to reference the newly revised Attachment 1 – Scope of Work.
2. Revise **Attachment 1 – Scope of Work executed on July 1, 2014**, to revise section “Activities”, Item C to include paragraph 7 Restorative Justice Services.
3. Revise **Article III “Limitation of Cost”**, to increase the total amount of the monies payable to the Contractor by an additional **\$25,000.00** for FY15 for a new contractual total of **\$205,159.00**
4. Revise **Attachment 2 – Budget executed on July 1, 2014** to reflect increase in FY15.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED AGREEMENT ARE AMENDED AS FOLLOWS:

Article II, Scope of Work, is hereby amended to read as follows:

ARTICLE II. Scope of Work

The Contractor shall provide the program of services as set forth in the scope of work which is attached hereto as “**Revised Attachment 1 – Scope of Work dated October 2, 2014**” and incorporated herein by reference, unless amended or terminated pursuant to Article VI (Termination of Agreement) or Article XXIII (Appropriations), *infra*. In consideration for the provision of those services, the Agency agrees to purchase and the Contractor agrees to perform the services identified in the Scope of Work.

Article III, Limitation of Cost, is hereby amended to read as follows:

ARTICLE III. Limitation of Cost

The total amount of the monies payable to the Contractor under this Agreement shall not exceed **two hundred five thousand one hundred fifty nine dollars and no cents (\$205,159.00)**. The annual budget is attached hereto as “**Revised Attachment 2 – Budget dated October 2, 2014**” is incorporated herein by reference.

All other articles of this Agreement remain the same.

IN WITNESS WHEREOF, the Agency and the Contractor have caused this Agreement to be executed, said Agreement to become effective as of the date set forth below upon which it is executed by the Agency Secretary or Designee.

CITY OF SANTA FE:

Javier M. Gonzales, Mayor

DATE: _____

Attest:

Yolanda Y. Vigil, City Clerk

DATE: _____

Approved as to Form:

 KAB
Kelley A. Brennan, City Attorney

DATE: 10/14/14

Approved:

Teresita Garcia, Assistant Finance Director

DATE: _____

Agency – Children, Youth and Families Department

Secretary or Designee, Agency

DATE: _____

Approved as to legal form and sufficiency

Office of General Counsel, Agency

DATE: _____

Revised Attachment 1 – Scope of Work
Dated October 2, 2014
City of Santa Fe

Goal:

To improve the Juvenile Justice System and decrease the incidences of juvenile delinquency in the community while increasing the emphasis on prevention and early intervention in juvenile justice services.

Objective:

To provide a continuum of cost effective services and temporary, non-secure alternatives to detention in Santa Fe for youth who have been arrested or referred to the juvenile probation office or are at-risk of such referral.

Performance Measures:

- A. The number of youth served in the programs.
- B. Number of youth completing all program requirements.
- C. The number of youth who offend or re-offend while in the programs or offend or re-offend within 90 days of completing the programs.

Activities:

The Contractor Shall:

- A. Develop and maintain a juvenile justice advisory board, herein referred to as the “Community Advisory Board (CAB)”, as required by statute under the Juvenile Continuum Act and the New Mexico Administrative Code 8.14.13.7 (E). The Contractor, through the Juvenile Justice Continuum Coordinator (refer to paragraph B), will organize and coordinate regular meetings of the Board.

The CAB will:

- 1. Develop and improve the ‘Comprehensive Strategy Plan’ for juvenile justice and detention reform in Santa Fe to be updated a minimum of once per year;
- 2. Set policy for the Comprehensive Strategy Plan and the activities supported under this Agreement;
- 3. Determine the duties and responsibilities of the Juvenile Justice Continuum Coordinator, in accordance with the Statement of Work;
- 4. Provide oversight for the programs/services identified in the Statement of Work;
- 5. Continue to collaborate with the City and County to ensure improvements in the operational collaboration of local resources and service providers; and
- 6. Maintain a plan for sustainability of the programs/services implemented by the CAB.

B. Contract with or hire a Juvenile Justice Continuum Coordinator who will:

1. Organize, coordinate and provide staff support for the Board; this will include board development activities in conjunction with the board Chair;
2. Inform the Agency's Program Manager of the date of each meeting, and submit a copy of the written minutes of each meeting, within 30 days of the meeting;
3. Submit to Agency's Program Manager monthly requests for reimbursement. Such requests will be submitted on Agency Invoice and Expense Report forms, signed and dated by an authorized agent of the Contractor, to insure that requests for reimbursement are submitted by the due date of the fifteenth day of the following month, unless otherwise approved by the agency Program Manager in advance;
4. Provide data reports as required by the federal government, corresponding to the activities described in this Statement of Work. The Agency's Program manager will provide the data report format. Programmatic data reports will be submitted monthly to the Agency's Program Manager and must accompany the monthly request for reimbursement. Failure to submit such programmatic data and financial reports may result in notice to the Contractor of non-availability of funds and/or the denial of payment by the Agency.
5. Provide Agency standardized progress reports monthly.
6. Submit to the Agency a written "Final Report" prior to the termination of this Agreement and such other reports deemed necessary by the Agency. The "Final Report" shall contain at a minimum, but not be restricted to:
 - a. a year plan for sustainability of programs/services; and
 - b. accomplishments/milestones achieved during this agreement period; and
 - c. statements regarding achievements, obstacles and progress made regarding performance measures and related outcomes; and
 - d. continuing development and improvement of the Comprehensive Strategic Plan for a continuum of detention alternative programs and services.
7. Attend meetings as required by the Agency.

C. Contract with or hire for the following services and ensure that the related goals, objectives and performance measures are achieved:

1. Intensive Community Monitoring (ICM) -

Goal: Reduce recidivism and divert youth from further involvement in the juvenile justice system.

Objective: To provide temporary alternative to detention and case management for youth referred by the juvenile probation office. Services include: assessments; home visits, daily phone contact and site visits to school or work to ensure that youth complete all required activities. Youth are seen a minimum of

three times a week, receive daily phone contact, and at least two weekly additional contacts, by phone or in person, at school or in the community.

Performance Measures:

- A. Number and demographics of youth referred to the program.
- B. Number of intake assessments completed.
- C. Number of successful contacts with youth while enrolled in the program.
- D. Number of youth who successfully complete all activities as required.
- E. Number of youth who complete the program.

2. Gender Specific Program for Girls -

Goal: To increase girls' self-esteem and positive relationship skills in order to reduce risk of delinquent behavior.

Objective: To provide the VOICES program, an evidenced-based curriculum that includes facilitated modules that will be held for 90 minutes per session, to girls at-risk of involvement in the juvenile justice system.

Performance Measures:

- A. Number and demographics of youth referred to the program.
- B. Number of sessions executed throughout the year.
- C. Number of youth who complete all sessions as required.

3. Day Reporting Center -

Goal: Reduce recidivism and divert youth from further involvement in the juvenile justice system.

Objectives: To provide a non-secure alternative to secure detention for youth 12 to 18 years old who are on probation. The youth are required to report to the Day Reporting Center, housed in the Youth Development Program (YDP) facility, from 8:30 a.m. to 4:30 p.m. every day the YDP is open. Services to be provided include: supervision; academic support to obtain or maintain academic credit; life skills education; social skills education.

Performance Measures:

- A. Number and demographics of youth served in the program.
- B. Number of youth who attend all days as required.
- C. Number of youth who obtain or maintain academic credit while in the program.
- D. Number of youth who successfully complete the program.
- E. Number of youth who do not re-offend in the 90 days after completing the program.

4. Strengthening Families -

Goal: Divert youth from involvement in the juvenile justice system by enhancing communication skills, coping skills and parenting skills in the families of youth at risk for involvement with the juvenile justice system.

Objective: To provide educational groups utilizing curriculum from the best practice model Strengthening Families Program (SFP) to middle school youth who are at-risk of involvement in the juvenile justice system and their families. This will include seven 2-hour sessions conducted weekly and are broken out in sessions for youth, sessions for parents or guardians, and sessions for youth and family together.

Performance Measures:

- A. Number and demographics of youth participating in the program.
- B. Number of sessions that are offered throughout the year.
- C. Number of youth who complete all sessions as required in the curriculum.
- D. Number of parents or guardians who complete all sessions as required in the curriculum.
- E. Number of youth who do not exhibit delinquent behavior in the 90 days after completing the program.

5. Continuum Consultant -

Goal: To help facilitate the cohesion of the Santa Fe Continuum and to identify gaps in processes, staffing and programming in order for it to more effectively function independently.

Objectives:

- 1) To identify issues in current programs that require the intervention or action of the consultant and continuum staff and document corrective actions taken, outcomes, and next steps. Documentation will also identify continuum staff and/or board members who will follow-up with the issues and execute next steps.
- 2) To identify issues or gaps in the Community Advisory Board and propose resources and a written work plan to address them. The work plan will identify continuum staff and/or board members who will execute identified work plan activities. It will be updated no less than 3 times in the year, with the final update due at the end of the contract period and will include how board development has progressed and identify goals and objectives for the board going forward.
- 3) To train and provide written guidelines to the continuum staff in how to identify sources of local data and other necessary resources in order to identify and establish the need and capacity for existing or additional

programming. Written guidelines should provide resources and information to assist continuum staff with any grant applications and/or reporting needs or requirements.

- 4) To provide written guidelines regarding budget management and program oversight to continuum staff and the Community Advisory Board.

Performance Measures:

- A. Ongoing written documentation of corrective action activities, outcomes and work plan for next steps regarding issues in current programs to be submitted to the Agency monthly.
- B. The successful completion of a proposed work plan identifying issues or gaps in the Community Advisory Board no later than October 1, 2014.
- C. The successful completion of an update to the work plan identifying issues or gaps in the Community Advisory Board no later than January 1, 2014.
- D. The successful completion of a final update to the work plan identifying issues or gaps in the Community Advisory Board no later than June 30, 2014.
- E. The successful completion of written guidelines to continuum staff in how to identify sources of local data and other necessary resources in order to identify and establish the need and capacity for existing or additional programming no later than September 15, 2014.
- F. The successful completion of written guidelines regarding budget management and program oversight to continuum staff and the Community Advisory Board no later than June 1, 2015.

6. Communities in Schools -

Goal: To reduce dropout and increase graduation rates of youth at risk of involvement in the juvenile justice system.

Objectives: To work in partnership with school staff to provide case management services to youth at risk of involvement in the juvenile justice system. This includes assessments and individual student case management intervention plans that identify wrap-around services for youth and families in order to re-engage and retain youth in schools.

Performance Measures:

- A. Number and demographics of youth enrolled in the program.
- B. Number of assessments that are completed.
- C. Number of individual student case management intervention plans that are completed.
- D. Number of youth who attend all sessions as required.
- E. Number of parents or guardians that attend all sessions as required.
- F. Number of youth and/or families that access services identified on the intervention plans.

- G. Number of youth who complete all program elements as required.
- H. Number of youth who demonstrate and increase in performance and academic grades.

7. Restorative Justice -

Goal: Reduce recidivism by reconnecting youth who have committed a crime to the community through increasing individual personal accountability and empathy for others.

Objectives: To provide pre-mediation and mediation services to youth referred by the Juvenile Probation and Parole Office.

Performance Measures:

- A. Number and demographics of youth served in the program.
- B. Number of mediation agreements completed.
- C. Number of community service hours completed.
- D. Number of restitution activities and/or obligations completed.

Duties and Responsibilities

The Contractor Shall:

- A. Ensure that the Santa Fe Continuum meets all goals and objectives and completes activities as specified in this contract and in compliance with all applicable state and federal law.
- B. The Contractor agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for program activities.
- C. The Contractor understands the Agency reserves the right to conduct periodic on-site monitoring visits upon reasonable notice to the Sub-grantee prior to each visit.
- D. The Contractor understands that it will be subject to additional financial and programmatic on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring.
- D. Attend meetings and training as required by the Agency.
- E. Provide copies of Santa Fe Continuum board meeting minutes within ten (10) days of meeting.
- F. The Contractor agrees to demonstrate an emphasis on effective, evidence-based strategies.
- G. Ensure that all programs must commence and be operational within ninety (90) days of the last signatory executing this Agreement. If the Contractor's program has not commenced or is not operational within ninety (90) days, the Contractor must report in writing to the Agency the steps taken to initiate the program, the reasons for the delay, and the expected starting date prior to the end of the ninety (90) days. If this justification is not received prior to the ninety (90) days, the Contractor's program, at the Agency's

discretion, may be terminated and the funds allocated to that program redistributed to other sites or programs.

- H. Submit reimbursements to the Agency no later than fifteen (15) days after the end of each month. At a minimum, payment documentation must include:
 - A. The approved CYFD Invoice;
 - B. The approved CYFD Expenditure Report;
 - C. Any supporting documentation the Agency requires to verify the expense. This includes, but is not limited to invoices, receipts, timesheets, payroll registers, budget details, or copies of checks.
- I. Submit monthly programmatic reports no later than fifteen (15) days after the end of each month. The submission of all reports are to be on the Agency-provided form and format and is unacceptable in any other formats or hand written.
- J. Submit a final closeout report outlining all accomplishments, measurement of goals and objectives, and barriers to successful implementation or completion of this program will be submitted within fifteen (15) days of the termination date of this agreement. The submission of all reports are to be on the Agency-provided form and format and is unacceptable in any other formats or hand written.
- K. The Contractor agrees to comply with any additional reporting requirements or informational requests imposed by the Agency, Department of Justice, Office of Justice Programs, or the New Mexico Legislature. The Agency will notify the Contractor of any additional reporting requirements as they are imposed.
- L. Through the Budget Adjustment Request form, submit to the Agency any amendments by the Contractor to request changes and/or corrections for any programmatic, administrative, or financial element associated with this Agreement. The Agency, by written notice, has the right to deny any amendment request. All final Budget Adjustment Requests must be submitted to the Agency no later than 45 days prior to the end of the fiscal year. Requests submitted after that date may not be accepted or approved.

The Department Shall:

- A. Reimburse Contractor for verified services provided and incurred costs as stated in "Attachment 2 – Budget.
- B. Provide information and/or make referrals for training and technical assistance.
- C. Based on periodic program and fiscal reviews, the Agency retains the sole discretion to reduce the budget of Contractors who do not provide sufficient services, do not submit the required programmatic and financial reports as required, or do not expend funds under this Agreement in a timely manner. The Agency retains the sole discretion to reduce contract amount and reallocate the resulting funds to a Contractor that is able to provide the required services during the contract period. Additionally, any funds not used per the budget as stated in "Attachment 2 – Budget" shall revert unless otherwise allowed by the Agency in writing.
- D. Review:
 - 1. Subcontracts and programs for accomplishment of Outcomes and Performance Measures as set forth in this agreement.

2. The Juvenile Justice Continuum Board activities and member participation in periodic meetings of the Board, including minutes of each Board meeting to be provided to the agency.
3. Any additional funding received by the Contractor for the specific activities and programs included in this Agreement, including efforts by the Contractor to sustain and enhance funding for these programs. The agency also retains the sole discretion to adjust amounts received under this Agreement if funds are received by the Contractor from other sources for the same services and activities to be performed under this Agreement.

Revised Attachment 2 – Budget dated October 2, 2014
City of Santa Fe

Contractor shall be paid at the following rate:

	*ICM	*Gender Specific Services for Girls	Day Reporting Center	Strengthening Families	Continuum Consultant	Communities in Schools	Restorative Justice Services	
Personnel	\$0	\$0	\$50,000	\$1,950	\$0	\$27,306	\$0	
Benefits	\$0	\$0	\$18,000	\$683	\$0	\$4,225	\$0	
Contractual	\$44,000	\$5,000	\$0	\$3,787	\$15,008	\$0	\$25,000.00	
Travel	\$2,400	\$0	\$0	\$0	\$0	\$0	\$0	
Supplies	\$0	\$0	\$7,000	\$800	\$0	\$0	\$0	
Other Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
TOTAL	\$46,400.00	\$5,000	\$75,000.00	\$7,220.00	\$15,008.00	\$31,531.00	\$25,000.00	\$205,159.00

The total amount of the contract shall not exceed **\$205,159.00**, including gross receipts tax.

Per diem and mileage, and other miscellaneous expenses, will be paid in accordance with the Department of Finance and Administration (DFA) Rule 2.42.2 NMAC.

FUNDING INFORMATION:

General Fund



**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 CYFD

Complete information requested Plus GRT

x Inclusive of GRT

Original Contract Amount: \$180,159.00

Termination Date: June 30, 2015

Approved by Council Date: _____

or by City Manager Date: _____

Contract is for:

Amendment # 1 to the Original Contract# 14-0341

Increase/(Decrease) Amount \$ \$25,000

Extend Termination Date to: _____

Approved by Council Date: _____

or by City Manager Date: _____

Amendment is for:

History of Contract & Amendments: (option: attach spreadsheet if multiple amendments) Plus GRT

Inclusive of GRT

Amount \$ 189,159.00 of original Contract# 14-0341 Termination Date: 06/30/2015

Reason: _____

Amount \$ 25,000.00 amendment # 1 Termination Date: 06/30/2015

Reason: Increase in Grant Award

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 N/A _____

6 Procurement History: _____

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:

No

(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Richard De Mella

Phone # 955-6630

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:

ORACLE JD EDWARDS ENTERPRISEONE

EnterpriseOne Account Comparison Inquiry - Job Status Inquiry

Job Number: 21916 Rev-Judicial Justice Prog. From Date/Period: 10/31/2014
 Job Posting Edit: Job Status Inquiry 2 THX Date/Period: 9
 Column Version: COS (Blank = User ID) Level of Detail: Subledger

Cost Type	Account Description	Actual Amount	Open Commitments	Total Commitments	GA Budget	Remaining to Spend	% Remaining	% Spent	Cost Code	MM	CC	LD
489400	Fees and Services											
479010	Miscellaneous Revenue											
480010	Interest Income											
410250	HM Children, Youth...	1,029.00		1,029.00	104,805.00		100	.01				
400100	State Grants (Direct)	1,029.00		1,029.00	194,905.00	193,876.00	.99	.01				
400600	Federal Grants (Dir...)											
490700	Indirect Programs/Off...											
401300	Other Grants											
400010	Inter-Governmental G...	1,029.00		1,029.00	194,905.00	193,876.00	.99	.01				
600400	Transfer Fixed Assets											

ORACLE JD EDWARDS ENTERPRISEONE

EnterpriseOne Account Comparison Inquiry - Job Status Inquiry

Job Number: 22768 Exp-Judicial Justice Prog. THX Date/Period: 10/31/2014
 Job Posting Edit: Job Status Inquiry 2 Level of Detail: Subledger

Cost Type	Account Description	Actual Amount	Open Commitments	Total Commitments	GA Budget	Remaining to Spend	% Remaining	% Spent	Cost Code	MM	CC	LD
603000	Employee Benefits											
503600	Cost alloc-end of year											
500010	Salaries, Wages & B...											
510310	Service Contracts											
110100	City - Consulting	13,261.10	170,138.90	183,400.00	194,905.00	11,505.00	99	.01				
510100	Contractual Services	13,261.10	170,138.90	183,400.00	194,905.00	11,505.00	99	.01				
510010	Contractual Svc & UV...	13,261.10	170,138.90	183,400.00	194,905.00	11,505.00	99	.01				
620010	Repairs and Mainten...											
630800	Vehicles											
630010	Supplies											