

**MEMORANDUM OF AGREEMENT
BETWEEN SANTA FE COUNTY and THE CITY OF SANTA FE
REGARDING**

**Use of Santa Fe County Funds for Prevention and Intervention Programs
That Address Issues of Youth and Community Violence**

THIS MEMORANDUM OF AGREEMENT ("MOU") is entered into on this 11th day of October, 2022, between the CITY OF SANTA FE, a municipal corporation ("CITY"), and SANTA FE COUNTY, a political subdivision of the state of New Mexico ("COUNTY"), regarding the Use of Santa Fe County funds for Prevention and Intervention Programs That Address Issues of Youth and Community Violence.

WHEREAS, violent crime,¹ gun-related deaths,² and suicide³ have increased in recent years in New Mexico;

WHEREAS, trends observed by local first responders and advocates suggest an increase in violence occurring between people under the age of 25 in the County;⁴

WHEREAS, the individual and community consequences of violence include death, injury, emotional traumatization, incarceration, financial loss, family separation, and behavioral health problems (substance use disorder, mental illness, and further violent victimization or perpetuation) that can result from any of these harms;⁵

WHEREAS, responding to violence strains public service provider systems and organizations, including police departments, schools, and emergency medical response services, violence attributes to an estimated 2.3 million emergency department visits and 376,500 hospitalizations, with an estimated total medical cost of about \$8.7 billion;⁶

¹ Daniel Chacón, "Report: Violent crime up 30 percent while clearance rate drops 25 percent," *Santa Fe New Mexican*, December 1, 2021, https://www.santafenewmexican.com/news/local_news/report-violent-crime-up-30-percent-while-clearance-rate-drops-25-percent/article_30b0d656-5239-11ea-9747-c7ee3b9d5aac.html.

² NMDOH, "New Mexico Firearm-Related Deaths Increased in 2020 and Sustainability Since 2010," December 23, 2021, <https://www.nmhealth.org/news/awareness/2021/12/?view=1760>.

³ NMDOH, "New Mexico Suicide Deaths Increase in 2020," December 6, 2021, <https://www.nmhealth.org/news/information/2021/12/?view=1739>.

⁴ Sophie Andar, "City of Santa Fe Department of Community Health and Safety Violence Prevention Initiative - Phase 1: Research and Development Report," February 2022.

⁵ Daniel Flannery, Alexander Vazsonyi, & Irwin Waldman. *The Cambridge Handbook of Violent Behavior and Aggression* (New York: Cambridge University Press, 2007).

⁶ i.e. David Grossman and Bechara Chouhair, "Violence And The US Health Care Sector: Burden And Response," *Health Aff (Millwood)*, (October 2019) 38(10):1638-1645, <https://pubmed.ncbi.nlm.nih.gov/31589530/>.

WHEREAS, emotional distress, lack of involvement in conventional activities, and diminished economic opportunities are youth violence risk factors⁷ that have increased due to the COVID-19 virus pandemic;

WHEREAS, local stakeholders with expert level knowledge of violence have reported the following as factors contributing to youth violence in Santa Fe: lack of meaningful out of school engagement and employment; lack of free and safe places to hang out with peers outside of school; lack of consistent presence of trusting adult advocates; parents'/guardians' serious economic need combined with their absence and/or unavailability due to working multiple jobs and managing multiple other responsibilities; vulnerability to predation, exploitation, and/or violent victimization by adults or youth peers who present the potential to fill a need to belong and/or matter to others; and serious economic need combined with a perceived path to wealth from selling guns and/or drugs;⁸

WHEREAS, violence is a preventable and treatable public health problem;⁹

WHEREAS, best practices exist for preventing youth violence;¹⁰

WHEREAS, the following community level factors have been found to protect youth mental health and contribute to positive development: the presence of mentors and support for development of skills and interests, opportunities for community engagement, positive norms, clear expectations for behavior, and physical and psychological safety;¹¹

WHEREAS, meaningful peer engagement and emotional support can lead to positive behavior change;¹²

⁷ CDC, "Violence Prevention – Risk Factors and Prevention," 2022, <https://www.cdc.gov/violenceprevention/youthviolence/riskprotectivefactors.html>.

⁸ Andar, "R and D Report."

⁹ Linda Dahlberg and James Mercy, "History of Violence as A Public Health Problem," *Virtual Mentor*. 2009;11(2):167-172. doi: 10.1001/virtualmentor.2009.11.2.mhat1-0902.

¹⁰ Abigail Fagan and Richard Catalano, "What Works in Youth Violence Prevention: A Review of the Literature," *Research on Social Work Practice*, 2013; 23: 141.

¹¹ National Research Council (US) and Institute of Medicine (US) Committee on the Prevention of Mental Disorders and Substance Abuse Among Children, Youth, and Young Adults: Research Advances and Promising Interventions; O'Connell ME, Boat T, Warner KE, editors. Preventing Mental, Emotional, and Behavioral Disorders Among Young People: Progress and Possibilities. Washington (DC): National Academies Press (US); 2009. Available from: <https://www.ncbi.nlm.nih.gov/books/NBK32773/> doi: 10.17226/12480

¹² Child Welfare Information Gateway, "Protective Factors -- Approaches in Child Welfare," 2020, https://www.childwelfare.gov/pubpdfs/protective_factors.pdf

WHEREAS, investment in credible peer influencers to serve as community outreach workers and violence interrupters has contributed to a reduction in shootings in multiple U.S. cities;¹³

WHEREAS, investment in anti-violence workforce development has been identified as one of 10 essential actions cities can take to reduce violence;¹⁴ and

WHEREAS, Santa Fe youth who are at high risk of violent victimization or perpetration could benefit from a safe, reliable, healing, and educative service that can offer support, mentorship, and personal growth and violence prevention career development opportunities.

WHEREAS, the City and the County have decided to mutually work together to address issues of violence through this agreement.

NOW, THEREFORE, the parties agree as follows:

1. SCOPE OF AGREEMENT.

A. The County Community Services Department will provide the City with funds in the sum of \$100,000.00 per fiscal year, for the City to procure the services of a qualified service provider who has positive youth development expertise and community credibility.

B. The City will contract with the selected service provider to pilot, evaluate, improve, and expand a program to recruit, support, educate, and employ youth at high risk for violence, to serve as community support workers and contribute to youth violence prevention.

C. The City and County will endeavor to continue their mutual cooperation to continue this program for longer than one year if the program demonstrates sufficient success.

D. The City and County will work together to establish a coordinated community response to community violence to include but not limited to youth violence, domestic violence, gun violence, etc.

E. The City and County will research and co-invest in best practice interventions that reduce and end violent behavior in perpetrators.

F. The City and County will ensure that young people have an array of free, safe, welcoming, and accessible options for public places where they can connect and socialize, including through sports and music.

¹³ Cure Violence, "Evidence Summary," 2022, <https://cvg.org/impact/>.

¹⁴ Council on Criminal Justice (CCJ), "Saving Lives: Ten Essential Actions Cities Can Take to Reduce Violence Now," 2022, <https://counciloncj.org/10-essential-actions/>.

2. TERM. This MOU shall be in effect upon the date of the last signature by the parties and shall terminate June 30, 2025, unless earlier terminated pursuant to Article 3 below (Termination).

3. TERMINATION. This MOU may be terminated by either party upon written notice delivered to the other party at least 30 days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

4. AMENDMENT. This MOU shall not be altered, changed, or amended except by an instrument in writing signed by the parties.

5. LIABILITY. 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 MOU. Each party shall be liable for its actions in accordance with this MOU.

6. NEW MEXICO TORT CLAIMS ACT. Any liability incurred by the City or County in connection with this MOU 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 the County and their "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.

7. APPROPRIATIONS. The City and County's performance of the duties under this MOU are contingent upon sufficient appropriations and authorization being made by the City Council for the City's, and the Santa Fe County Board of County Commissioners for the County's performance of duties under this MOU. If sufficient appropriations and authorization are not made by the City or County's respective governing council or board, this MOU shall terminate immediately upon written notice being given by the City or County to the other party. The City or County's decision as to whether sufficient appropriations are available shall be accepted by the other party and shall be final.

8. THIRD PARTY BENEFICIARIES. By entering into this MOU, 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 County. No person shall claim any right, title or interest under this MOU or seek to enforce this MOU as a third party beneficiary of this Agreement.

9. ASSIGNMENT. Neither the City nor County nor Authority shall assign or transfer any interest in this MOA or assign any claims for money due or to become due under this MOU without the prior written approval of the other party.

IN WITNESS WHEREOF, the parties have duly executed this MOU as of the last signature of the parties hereto.

CITY OF SANTA FE:

AM

ALAN M. WEBBER, MAYOR

Jan 31, 2023

DATE :

ATTEST:

Kristine Bustos Mihelcic

KRISTINE BUSTOS MIHELICIC, CITY CLERK *JB*
GB MTG 01/25/2023

Feb 2, 2023

DATE

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Oct 19, 2022 11:18 MDT)

SENIOR ASSISTANT CITY ATTORNEY

Oct 19, 2022

DATE

APPROVED FOR FINANCES:

Emily K. Oster

Emily K. Oster (Jan 31, 2023 17:28 MST)

FINANCE DIRECTOR

Jan 31, 2023

DATE

SANTA FE COUNTY BOARD OF COUNTY COMMISSIONERS:

Anna T. Hamilton

Anna T. Hamilton
Chair, Santa Fe County Board of County Commissioners



ATTESTATION:

Katharine B. Clark

Katharine B. Clark
Santa Fe County Clerk

10/12/2022
DATE

Approved as to form:

Roberta D. Joe for J.Y.
Jeff Young
Santa Fe County Attorney

August 12, 2022
Date

Finance Division:

Yvonne S. Herrera
Yvonne S. Herrera
Finance Director

8/16/2022
Date



City of Santa Fe, New Mexico

Memorandum



DATE: December 21, 2022

TO: Mayor Webber and Governing Body
Finance and Quality of Life Committee

Emily Oster, Finance Department Director

Kyra Ochoa, Community Health and Safety Department Director ^{KO}

VIA: Maria Sanchez-Tucker, Community Services Department Director ^{MT}

Julie Sanchez, Youth and Family Services Division Director ^{JS}

FROM: Sophie Andar, Youth and Family Services Program Manager *Sophie Andar*

ITEM AND ISSUE:

Request for Approval to Enter into Memorandum of Agreement No. 2022-0233-CSD/MM with Santa Fe County to receive \$100,000.00 in County American Rescue Plan Act (ARPA) funding for prevention and intervention programs to address youth and community violence through a collaborative Violence Prevention Unit. (Julie Sanchez, jjisanchez@santafenm.gov, (505) 955-6678; Sophie Andar, sxandar@santafenm.gov, (505) 955-6236)

BACKGROUND AND SUMMARY:

The Santa Fe County Community Services Department (CSD) has received approval from Board of County Commissioners for the Memorandum of Agreement (MOA) NO. 2022-0233-CSD/MM to the City of Santa Fe to procure the services of a qualified service provider. The provider will pilot, evaluate, improve, and expand a program to recruit, support, educate, and employ youth at high risk for violence, building their capacity to serve as community support workers and contribute to youth violence prevention over time. Santa Fe County Community Services will provide the City of Santa Fe the sum of \$100,000.00 to procure a qualified service provider to deliver services in northern Santa Fe County. The City of Santa Fe Youth and Family Services Division will use ARPA funds to match that sum to procure a qualified service provider to deliver services in the City of Santa Fe.

The City and County will endeavor to continue their mutual cooperation to continue this program for longer than one year if the program demonstrates sufficient success. The City and County will work together to establish a coordinated community response to community violence to include but not limited to youth violence, domestic violence, gun violence, etc. The financial contributions will be split evenly between the City and County for the qualified service provider, though that does not reflect the City's total contribution toward the initiative. The City has hired a Violence Prevention Program Manager – Sophie Andar – who will the lead administrative role, providing programmatic and administrative capacity for the initiative.

The City will be eligible to apply for grant funds related to the initiative regardless of its audit status, as the audit status only influences capital outlay appropriations, which are not contemplated in this memorandum of understanding or for this initiate at this time.

In the past few years, our community has expressed growing concerns with what appears to be an increase in violence involving youth, guns, and drugs. While violence weakens communities and pulls people apart, strong community connections provide safety and support, helping to prevent violence. Santa Fe County and the City of Santa Fe have been working towards a collaborative response along with other community partners.

Through a collaborative process, the City and County have identified that the creation of a Violence Prevention Unit requires a public health approach that aims to address youth and community violence effectively and comprehensively, including by supporting youth who are at high risk for violence. The goals of this initiative are to maximize violence prevention impact, invest in community health and safety workforce, and develop a sustainable infrastructure to address community needs.

CONTRACT NUMBER:

The FY23 Munis Contract number is 3203841

PROJECT LEDGER:

The project ledger number is COM2324002

PROCUREMENT METHOD:

Memorandum of Agreement with funding attached.

FUNDING SOURCE:

Fund Name/Number: Santa Fe County

Munis Org Number: 2400122

Munis Object 491010

ACTION REQUESTED:

The Community Health and Safety Department respectfully requests your review and approval.

Signature: 

Email: jjsanchez@ci.santa-fe.nm.us

Signature: *Maria E. Tucker*

Email: metucker@ci.santa-fe.nm.us

Signature: 
Kyra Ochoa (Dec 22, 2022 09:09 MST)

Email: krochoa@ci.santa-fe.nm.us



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3203841

Contractor: Santa Fe County Youth and Community Violence

Description: Memorandum of Agreement No. 2022-0233-CSD/MM with Santa Fe County to receive \$1000,000.00 in County American Rescue Plan Act (ARPA) funding for prevention and intervention programs to address youth and community violence.

Contract Agreement Lease / Rent Amendment

Term Start Date: 02/01/2022 Term End Date: 06/30/2025

Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ 100,000.00

Extend Termination Date to: _____

Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

3. **Procurement History: MOA / Project Ledger #COM2324002**

JoAnn Lovato
JoAnn Lovato (Jan 6, 2023 13:14 MST)

Purchasing Officer Review: _____

Jan 6, 2023

Date: _____

Comment & Exceptions: Govt entity to govt entity

4. **Funding Source: Santa Fe County**

Org / Object: 2400122.491010

Andy Hopkins
Andy Hopkins (Jan 6, 2023 10:21 MST)

Budget Officer Approval: _____

Jan 6, 2023

Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Melissa Perea Phone # (505) 955-6826

Email: maperea@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



City of Santa Fe New Mexico



Finance Department Project Ledger Request Form

Date of Request: 11/18/2022

Project Title: Santa Fe County Youth and Community Violence

Project Type: CIP Grant Internal tracking

Department: Community Services (240) Project Manager: Sophie Andar, sxandar@santafenm.gov
(505) 955-6236

Project Date Range: 12/01/2022 – 06/30/2025

Create Fixed Asset

Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: Santa Fe County

% of Funding: 100

MUNIS Org: 2400122

MUNIS Object: 510400

Awarded Amount: \$100,000.00

Funding Source:

% of Funding:

MUNIS Org:

MUNIS Object:

Awarded Amount:

Expense String Phase

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - design, start-up cost, etc. For grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS Orgs and Objects, optional)

Phase: 1 Santa Fe County Youth and Community Violence (2400122.51040)

Grants Only (list all grants if applicable)

Grantor Name: Santa Fe County Community Services Department

Awarded Amount: \$100,000.00

AR Charge Code: _____

Grant funds multiple projects
(Complete a form for each project)

Grantor Id: SF COUNTY MOU 2022-233-CSD/MM

Federal CFDA (if applicable)

Grantor Name: _____ Awarded Amount: _____

AR Charge Code: _____

Grant funds multiple projects
(Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable) _____

(If grants please provide all grant award documents with form)

Attached to Grant



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/16/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Integral Insurance Solutions 555 1st St Ste 302 Benicia CA 94510	CONTACT NAME: Philip Thomas PHONE (A/C, No., Ext): 707-400-0636 E-MAIL ADDRESS: mail@integralins.net	FAX (A/C, No.): 707-742-2888
	INSURER(S) AFFORDING COVERAGE	
INSURED FII-National (A NonProfit) dba: UpTogether 663 13th St Ste 200 Oakland CA 94612	INSURER A: CFC Underwriting Limited (Lloyd's)	
	INSURER B: Stratford Insurance Company	
	INSURER C: HSB Specialty Insurance Company	
	INSURER D: Travelers Casualty and Surety Co of America	
	INSURER E: Hartford Fire Insurance Company	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	PSL0339503178	08/05/2022	08/05/2023	EACH OCCURRENCE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			PSL0339503178	08/05/2022	08/05/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AGGREGATE LIMIT \$ 3,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	72WECAV3F70	12/14/2022	12/14/2023	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A B C D	Errors & Omissions Directors & Officers Cyber Liability Crime Insurance			PSL0339503178 NFP9001299 6605020-03 107694199	08/05/2022 08/04/2023 07/05/2022 09/02/2022	08/05/2023 08/04/2023 07/05/2023 09/02/2023	OCCURRENCE / AGGREGATE \$1,000,000 / \$3,000,000 OCCURRENCE / AGGREGATE \$2,000,000 / \$2,000,000 OCCURRENCE / AGGREGATE \$1,000,000 / \$1,000,000 OCCURRENCE / AGGREGATE \$5,000,000 / \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Sante Fe is additional insured in regards to general liability and auto liability per blanket additional insured endorsement. Waiver of Subrogation is included in favor of the City of Sante Fe for General Liability and Auto Liability policies when required by written contact. Certificate Holder will be notified of any cancellations 30 days prior to cancel date.

**Additional Insured blanket verbiage on page 27 under "Conditions" at Section 2

***Waiver of Subrogation blanket verbiage on page 31 under "Conditions" at Section 16

CERTIFICATE HOLDER City of Sante Fe 500 Market Street, Suite 200 P.O. Box 909 Santa Fe NM 87501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2010/05)

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