

NEW BUSINESS: 7b) Discussion Consideration and Action on Approval of Interim Management Agreement with Santa Fe Civic Housing Authority for Management Services for NM035 Until Such Time as a Merger of the Housing Authorities is Approved by the United States Department of Housing and Urban Development. Presenter: Maria Rinaldi

MEMORANDUM OF UNDERSTANDING

Performance Agreement

THIS MEMORANDUM OF AGREEMENT (“Agreement”) is entered on this 13th Day of February 2012 by and between SANTA FE CIVIC HOUSING AUTHORITY, hereafter referred to as the “SFCHA” and the Town Of Bernalillo Housing Authority, hereinafter referred as the “TOBHA.”

I. RECITALS

- A. The Executive Director of the SFCHA has determined that it has the expertise and resources to manage the TOBHA and will work with the TOBHA staff to address management and administrative issues during the transition period.
 - a. The TOBHA Consists of:
 - i. 76 Public Housing Units
 - ii. 133 Section 8 Vouchers
- B. The TOBHA is an entity of the Town of Bernalillo which is targeted for transition from a municipal entity to an agency independent from the Town of Bernalillo and under a 501-C 3, non-profit entity.
- C. In cooperation between both agencies, the SFCHA will manage the TOBHA under this agreement and until the TOBHA is transitioned to management approved by the United States Department of Housing and Urban Development.

THEREFORE, it is mutually agreed between the parties:

1. Scope of Work

- A. The Bernalillo Town Council will approve temporary management of the TOBHA by the SFCHA within its operational boundaries for the purpose of providing continued affordable housing.
- B. The SFCHA will manage all aspects of the Town of Bernalillo Housing Authority for a continued duration until the TOBHA is transferred by the United States Housing and Urban Development or until a decision is made not to transfer or to transfer to a different organizational structure.
 - 1. During this time TOBHA staff will work with SFCHA staff to prepare for a transition.
 - 2. The TOBHA will give the SFCHA access to all records, including financial and HUD data systems.

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3. The Current TOBHA Management will coordinate a staff meeting to communicate the on-coming transition, make introductions between both entities, and define current responsibilities.
4. The SFCHA will implement a full administrative review of all policy and procedures, operational manuals, financial systems, including assessment of all tangibles and property.
5. The TOBHA will terminate operations under the Town of Bernalillo, pursuant to resolution, and the SFCHA will be the sole manager.
6. SFCHA personnel will review the tenant files, updates to PIC systems, audit exception on record, and any pending HUD Requirements.

C. Town Manager’s Office shall receive quarterly compliance and operations summary reports, as well as financial operational reports while the SFCHA is managing the TOBHA and the TOBHA is pending transfer.

2. Payment for Services

For the services rendered by the SFCHA under this Agreement payment shall be made from applicable HUD ACC funds.

3. Term of Agreement

This agreement shall become effective and binding when signed by both parties. The term of this agreement shall be until the TOBHA is transferred but not to exceed one year.

4. Termination

A. This agreement may be terminated by either party upon written notice delivered to the other at least thirty (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.

B. Termination of Agreement for Cause – If, through any cause, the parties fail to fulfill in a timely and proper manner their obligations under this Agreement, or if the parties violate any of the covenants, agreements, or stipulations of this Agreement, the parties shall thereupon have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date thereof. Notwithstanding the above, the parties shall not be relieved of liability to the other party for damages sustained because of any breach of the Agreement.

5. Third Party Beneficiaries

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135 By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the
136 benefit of any person other than the Authority and the Town. No person shall claim any right, title or
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138 interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of the
139 Agreement.

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142 **6. Assignment**

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144 Neither the Town nor the Authority shall assign or transfer any interest in the Agreement or assign any
145 claims for money due or to become due under this Agreement without the prior approval of the other
146 party.

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148 **7. Accountability**

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150 During the term of the Agreement and for a period of three (3) years thereafter, each party will maintain
151 accurate and complete records of all disbursements made and monies received by each party under this
152 Agreement; and, upon receipt of reasonable written request, each party shall make such records available
153 to the other party and to the public, including any federal, state or local authority during regular business
154 hours.

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156 **8. Appropriations**

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158 The terms of the Agreement are contingent upon sufficient appropriations and authorization being made
159 by the parties for the performance of the Agreement. If sufficient appropriations and authorization are not
160 granted, this Agreement shall terminate upon written notice. The decision as to whether sufficient
161 appropriations and authorization are available shall be made by the management entity and accepted by
162 all parties and shall be final.

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164 **9. Amendment**

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166 This agreement shall not be altered, changed or amended except by instrument in writing executed by the
167 parties hereto.

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169 **10. Liability & Insurance**

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171 It is expressly understood and agreed upon by and between the SFCHA and the TOBHA that the
172 Authority shall defend, indemnify and hold harmless the Town of Bernalillo for all losses, damages

173 claims or judgments on account of any suit, judgment, execution, claims, actions or demands whatsoever
174 resulting

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176 from Authority's actions or inactions as a result of the Agreement. Authority shall maintain adequate
177 insurance in at least the aggregate maximum amounts which the Town could be liable under the New
178 Mexico Tort Claims Act and shall provide proof of such insurance coverage to the Town. It is the sole
179 responsibility of the Authority to be in compliance with the law.

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181 **11. New Mexico Tort Claims Act**

182 Any liability incurred by the TOBHA in connection with this Agreement is subject to the immunities and
183 limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The Town
184 and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity,
185 do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this
186 Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

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188 **12. Disposition of Property**

189 Upon expiration or termination of the Agreement, and property or funds in the possession of either party,
190 and belonging to the TOBHA, shall be returned to the required ownership.

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192 **13. Scope of Agreement**

193 This Agreement incorporates all the agreements, covenants, and understandings between the parties
194 hereto concerning the subject matter hereof, and all such covenants, agreements and understanding, verbal
195 or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the
196 Agreement.

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197 **14. Applicable Law**

198 This Agreement shall be governed by the ordinances of the City of Santa Fe, the County of Santa Fe, and
199 the laws of the State of New Mexico.

200 **IN WITNESS WHEREOF**, the parties have executed this agreement as of the date first written above.

201 Mayor Torres entertained a motion.

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203 Councilor Jaramillo made a motion to approve the Interim Management Agreement with Santa
204 Fe Civic for the Town of Bernalillo Housing Authority. The motion was seconded by Councilor
205 Montoya and the motion carried unanimously.

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207 **NEW BUSINESS:7c) Discussion on Governing Body Compensation. Presenter:**
208 **Mayor Torres**

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210 Mayor Torres stated that there was a request to review the Governing Body Compensation. He
211 apologized that it was not in the packets. It took a little more leg work to get the information
212 together.

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What you have before you is 11 Municipalities with the amount of pay the Council receive annually, benefits and the population per municipality. Also is included that past three ordinances relating to the compensation for the Governing Body. 1996 Ordinance 150 was adopted with compensation for the Governing Body of \$400 per month, Ordinance 219 was adopted in 2006 the rate was change \$250 per meeting, Ordinance 254 was adopted in 2010 the compensation went back to a per diem to \$500 per month. That is what was found for compensation for the Governing Body.

Job #2705 - CITY COUNCIL / TRUSTEE													
Entity	# Inc	Pay Basis	Salary	Comb	F/T	Ret	Health	Dental	Life	401	457	Updated	Population
SUNLAND PARK	0	Annual	\$2,400.00									01/01/2006	14,106
RATON	0	Annual	\$3,600.00									01/01/2006	6,885
BERNALILLO	0	Annual	\$6,000.00			✓	✓	✓	✓		✓	09/21/2006	8,320
ARTESIA	0	Annual	\$3,600.00									01/01/2006	11,301
PORTALES	7	Annual	\$4,800.00			✓	✓	✓	✓			01/01/2006	12,280
GRANTS	0	Annual	\$5,782.00									01/01/2006	9,182
BLOOMFIELD	2	Annual	\$5,000.00			✓	✓	✓	✓			01/01/2006	8,112
CORRALES	0	Annual	\$2,400.00			✓	✓	✓	✓			01/01/2006	8,392
LOS LUNAS	4	Annual	\$8,500.00			✓	✓	✓	✓			12/29/2010	14,835
LOVINGTON	0	Annual	\$2,400.00									01/01/2006	11,009
LOS RANCHOS	0	Annual	\$1,200.00			✓	✓	✓	✓		✓	01/01/2006	6,024
DEMING	0	Annual	\$6,300.00			✓	✓	✓	✓			05/13/2010	14,855

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\$50 a month increase will be a 10% increase in pay. This would make your annual salary \$6,600 annually.

Last year we were able to give our employees a 2% raise.

I propose that we adopt the Ordinance for the increase in pay but not put the increase into effect until we are able to see what we are going to offer our employees when the budget is done. The increase would go into effect July 2012.

George Perez, Town Attorney reminded the Governing Body that those of you that your term is not up in the 2012 election can vote on the Ordinance for change in compensation but cannot receive the increase for the term you serve in. Those Councilors voted on in March 2012 will be entitled to it due to a new term. Example the Mayor, Councilor Montoya and Councilor Prairie would not get the raise until March 2014.

Mayor Torres asked would there be two rates of compensation.

George stated that was correct.

Ronnie Sisneros stated to the Mayor the proposal he presented is well accepted and to look at the employees increase then look at our compensation.

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Councilor Jaramillo feels that our increase should be in line with our employees if they receive a 2% then that is what we should receive.

Councilor Montoya agreed with Councilor Jaramillo. As Council members we are elected to serve the people not for the money. The focus should be on the employees before us. At one point we stated that we would do it for free.

Councilor Prairie agreed with Councilor Montoya and Councilor Jaramillo statements.

Mayor Torres stated that if you all would get your thoughts back to me or Ida and at that point we can then make a decision on whether to change the compensation for the Governing Body.

NEW BUSINESS:7d) Discussion, Consideration and Action on Adoption of Resolution 02/13/12 General Fund Revenue and Expenditure Adjustments. Presenter: Juan Torres

TOWN OF BERNALILLO
 RESOLUTION 02-13-12

WHEREAS, the Town of Bernalillo meeting in Regular Session on the 13th day of February, 2012 at the Town Hall at 6:30 p.m., as per law,

WHEREAS, the need for a budget adjustment has developed due to YTD actual

NOW, THEREFORE BE IT RESOLVED; that the budget be amended as follows:

GENERAL FUND:
Revenues:

Account Number	Description	Revised Budget	Decrease	Increase	Adjusted Budget
000-4132-1-2	Safety Revenue			1,554.10	1,554.10
000-4135-1-2	Police Revenue	35,000.00		15,045.45	50,045.45
000-4605-1-7	Gross Receipts Tax 4%	468,279.00	(81,574.00)		386,705.00
000-4710-1-7	Library	14,000.00	(14,000.00)	55,065.00	55,065.00
Net Effect Increase/(Decrease)			\$ (23,909.45)		

Expenditures:

Fire Department

Account Number	Description	Revised Budget	Decrease	Increase	Adjusted Budget
114-5066-2-0	Building Maintenance	2,000.00		675	2,675.00
114-5078-2-0	Analysis	500.00	(500.00)		-
114-5100-2-0	Controlled Substances	175.00	(175.00)		-
Net Effect Increase/(Decrease) \$ -					

Police Department

Account Number	Description	Revised Budget	Decrease	Increase	Adjusted Budget
115-5001-2-1	Personnel Services	1,033,400.00		21589.39	1,054,989.39
115-5015-2-0	Travel & Per Diem	4,500.00		124.00	4,624.00
115-5017-2-0	Auto Maintenance	29,000.00		4871.45	33,871.45
115-5037-2-0	Uniforms	18,000.00		2400	20,400.00
115-5045-2-0	Professional Services	2,000.00		6237.62	8,237.62
115-5066-2-0	Building Maintenance	4,000.00	(1,210.00)		2,790.00
115-5082-2-0	Contract Maintenance	7,000.00	(1,210.00)		5,790.00
115-5100-2-0	Recruiting/Testing	500.00		200	700.00
115-5104-2-0	Subscriptions	200.00	(200.00)		-

Police Department Cont.

115-6006-1-4	Furniture & Equipment	3,000.00	(1,210.00)	-	1,790.00
115-6017-1-4	Vehicles	27,323.00		10,050.00	37,373.00
Net Effect Increase/(Decrease) \$ 41,642.46					

Recreation

Account Number	Description	Revised Budget	Decrease	Increase	Adjusted Budget
130-5035-2-0	Insurance	12,000.00	(2,000.00)		10,000.00

Net Effect Increase/(Decrease) \$ (2,000.00)
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Parks

Account Number	Description	Revised Budget	Decrease	Increase	Adjusted Budget
131-5020-2-0	Janitorial Supplies	600.00		500.00	1,100.00
131-5035-2-0	Insurance	10,000.00		2,000.00	12,000.00
131-5069-2-0	Disposal/Impound Fees	8,000.00	(500.00)		7,500.00
131-5072-2-0	Equipment Repair & Maint.	5,000.00	(74.95)		4,925.05
131-5082-2-0	Contract Maintenance	-		74.95	74.95
Net Effect Increase/(Decrease) \$ 2,000.00					

Library

Account Number	Description	Revised Budget	Decrease	Increase	Adjusted Budget
135-5010-2-0	Training	500.00	(500.00)		-
135-5015-2-0	Travel & Per Diem	800.00	(500.00)		300.00
135-5036-2-0	Office Supplies	2,000.00		1000	3,000.00
135-5099-2-0	Lameka Estate	-		43,065.00	43,065.00
Net Effect Increase/(Decrease) \$ 43,065.00					

Planning and Zoning

Account Number	Description	Revised Budget	Decrease	Increase	Adjusted Budget
140-5015-2-0	Travel & Per Diem	500.00		500	1,000.00
140-5056-2-0	Books & Program	500.00		500	1,000.00
140-5065-2-0	Publications	500.00	(500.00)		-
140-5072-2-0	Equipment Repair & Maint.	500.00	(500.00)		-
Net Effect Increase/(Decrease) \$ -					

Administration

Account Number	Description	Revised Budget	Decrease	Increase	Adjusted Budget
145-5017-2-0	Auto Maintenance	1,000.00		2,000.00	3,000.00
145-5052-2-0	Miscellaneous	20,000.00	(2,000.00)		18,000.00
Net Effect Increase/(Decrease)			\$ -		

Information Technology

Account Number	Description	Revised Budget	Decrease	Increase	Adjusted Budget
146-5021-2-0	Utilities (Voice&Data)	119,825.00		6,264.13	126,089.13
Net Effect Increase/(Decrease)			\$ 6,264.13		

Human Resources

Account Number	Description	Revised Budget	Decrease	Increase	Adjusted Budget
210-5105-2-0	Safety	-		1,554.10	1,554.10
Net Effect Increase/(Decrease)			\$ 1,554.10		

Community Development

Account Number	Description	Revised Budget	Decrease	Increase	Adjusted Budget
000-5045-2-0	Professional Services	2,000.00	(2,000.00)		-
000-5052-2-0	Miscellaneous	-		2,000.00	2,000.00
000-5064-2-0	Promotions	35,000.00		17,814.00	52,814.00
0005070-2-0	Materials & Supplies	-		2,000.00	2,000.00
Net Effect Increase/(Decrease)			\$ 19,814.00		

263 Mayor Torres entertained a motion.

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266 Councilor Montoya made a motion to adopt Resolution 02/13/12 General Fund Revenue and
 267 Expenditure Budget Adjustments. The motion was seconded by Councilor Sisneros and the
 268 motion carried unanimously.

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270 **NEW BUSINESS:7d) Discussion, Consideration and Action on Adoption of**
 271 **Resolution 02/13/12A Utility Fund Revenue and Expenditure Adjustments. Presenter: Juan**
 272 **Torres**
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TOWN OF BERNALILLO
 RESOLUTION 02-13-12A

WHEREAS, the Town of Bernalillo meeting in Regular Session on the 13th day of February, 2012 at the Town Hall at 6:30 p.m., as per law,

WHEREAS, the need for a budget adjustment has developed due to YTD actual

NOW, THEREFORE BE IT RESOLVED; that the budget be amended as follows:

UTILITY FUND:

Expenditures:

Water

Account Number	Description	Revised Budget	Decrease	Increase	Adjusted Budget
200-5039-2-0	Printing	1,500.00	(1,500.00)		-
200-5045-2-0	Professional Services	75,000.00		109,663.55	184,663.55
200-5051-2-0	Water Rights Study	30,000.00		600	30,600.00
200-5052-2-0	Miscellaneous	2,000.00		900.00	2,900.00
200-5070-2-0	Materials & Supplies	55,000.00	-10000		45,000.00
200-6014-1-4	New Meters	35,000.00		10,000.00	45,000.00
Net Effect Increase/(Decrease)			\$	109,663.55	

Waste Water

Account Number	Description	Revised Budget	Decrease	Increase	Adjusted Budget
205-5052-2-0	Miscellaneous	2,000.00		6119.09	8,119.09
205-5076-2-0	Sludge Disposal	30,000.00	(6,119.09)		23,880.91
Net Effect Increase/(Decrease)			\$	-	

CAMPGROUND FUND:

Expenditures:

Account Number	Description	Revised Budget	Decrease	Increase	Adjusted Budget
000-5001-2-1	Personnel Services	60,439			60,439.00
000-5005-2-1	Personnel Benefits	21,176			21,176.00
000-5010-2-0	Training	100	(100.00)		
000-5013-2-0	Cash Over/Short	-			
000-5015-2-0	Travel & Per Diem	100	(100.00)		
000-5016-2-0	Gas & Oil	2,000	(200.00)		1,800.00

Expenditures Cont.:

000-5017-2-0	Auto Maintenance	1,500	(1,000.00)		500.00
000-5018-2-0	Maintenance	4,000			4,000.00
000-5020-2-0	Janitorial Supplies	500		830.00	1,330.00
000-5023-2-0	Telephone	600		820.00	1,420.00
000-5036-2-0	Office Supplies	100		1,000.00	1,100.00
000-5037-2-0	Uniforms	375	(175.00)		200.00
000-5052-2-0	Miscellaneous	900	(550.00)		350.00
000-5070-2-0	Materials & Supplies	2,000	(525.00)		1,475.00

Net Effect Increase/(Decrease)	\$	-
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274 Mayor Torres entertained a motion.

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276 Councilor Prairie made a motion to adopt Resolution 02/13/12A Utility Fund Revenue and
 277 Expenditure Budget Adjustments. The motion was seconded by Councilor Jaramillo and the
 278 motion carried unanimously.

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280 **NEW BUSINESS:7d) Discussion, Consideration and Action on Adoption of**
 281 **Resolution 02/13/12B Special Revenue Fund Budget Adjustments. Presenter: Juan Torres**
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TOWN OF BERNALILLO
 RESOLUTION 02-13-12B

WHEREAS, the Town of Bernalillo meeting in Regular Session on the 13th day of February, 2012 at the Town Hall at 6:30 p.m., as per law,

WHEREAS, the need for a budget adjustment has developed due to YTD actual

NOW, THEREFORE BE IT RESOLVED; that the budget be amended as follows:

LODGERS TAX FUND:

Expenditures:

Account Number	Description	Revised Budget	Decrease	Increase	Adjusted Budget
000-5020-2-0	Sanitation Service	10,000	(10,000.00)		
000-5106-2-0	Police & Fire Protection	10,000	(7,809.83)		2,190.17
000-6009-1-5	Capital Project	24,700		17,809.83	42,509.83
Net Effect Increase/(Decrease)			\$	-	

FIRE FUND:

Revenue:

Account Number	Description	Revised Budget	Decrease	Increase	Adjusted Budget
000-4925-1-7	State Grant	51,987.00		\$ 84,512.00	\$ 136,499.00
Net Effect Increase/(Decrease)			\$	84,512.00	

Expenditures:

Account Number	Description	Revised Budget	Decrease	Increase	Adjusted Budget
000-6006-1-4	Furniture and Equipment	14,987.00		84,512.00	99,499.00

283 Mayor Torres entertained a motion.

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285 Councilor Jaramillo made a motion to adopt Resolution 02/13/12B Special Revenue Fund
286 Budget Adjustments. The motion was seconded by Councilor Sisneros and the motion carried
287 unanimously.

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289 Mayor Torres thanked Juan Torres Interim Finance Director for his work on the budget
290 adjustment.

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292 **FINANCIAL SECTION:8a) Approval of Accounts Payable Voucher List.**

293 Mayor Torres asked for a motion to approve the accounts payable voucher list in the amount of
294 \$451,544.05.

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296 Councilor Jaramillo made a motion to approve the accounts payable voucher list in the amount
297 of \$451,544.05. The motion was seconded by Councilor Sisneros and the motion carried
298 unanimously.

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300 **MISCELLANEOUS SECTION:9a) Public Comment.**

301 Mr. James Pike asked if an opening could be placed in the west wall of the covered area in
302 Rotary Park so the seniors could access the bathrooms much easier. Also the wasps are an issue
303 in that area.

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305 Mayor Torres stated that both issues would be looked into.

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307 **MISCELLANEOUS SECTION:9b) Announcements. Presenter: Mayor Torres**

308 Mayor Torres announced the following:

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310 Commissioner Lucero thanked the Town for the lighting of the Tower.

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312 Mayor Torres thanked the staff for the Valentine's dance and thanked Councilor Prairie for being
313 there.

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315 Mayor Torres stated Senator Sapien acknowledged Coach Henry Sanchez on Thursday, January
316 26, 2012 at 9:00 a.m. in Santa Fe. Councilor Sisneros and I were able to attend.

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318 Maria Rinaldi stated that the Town will be participating in the Great American Clean Up.
319 Currently working on the details and will inform the Governing Body as soon as all the
320 information is gathered.

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322 There will be a lecture at the library on Black History in New Mexico on Wednesday, February
323 15 @ 10 a.m.

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Mayor Torres thanked the Police Department especially Sergeant Anderson on dealing with an issue that occurred at the cemetery. Sergeant Anderson worked with the family and got it resolved. Everyone was satisfied with the outcome.

There being no further business, Councilor Montoya moved to adjourn the meeting at 7:15 P.M. The motion was seconded by Councilor Sisneros and carried unanimously.

Done this 13th day of February 2012.

ATTEST:

Ida Fierro, Town Clerk
(seal)

Jack S. Torres, Mayor