

Memorandum

To: Santa Fe Board of County Commissioners

From: Teresa C. Martinez, Finance Director *TCM*

Via: Katherine Miller, County Manager

Date: August 30, 2011

Re: *Financial report for the month ending 07/31/2011*

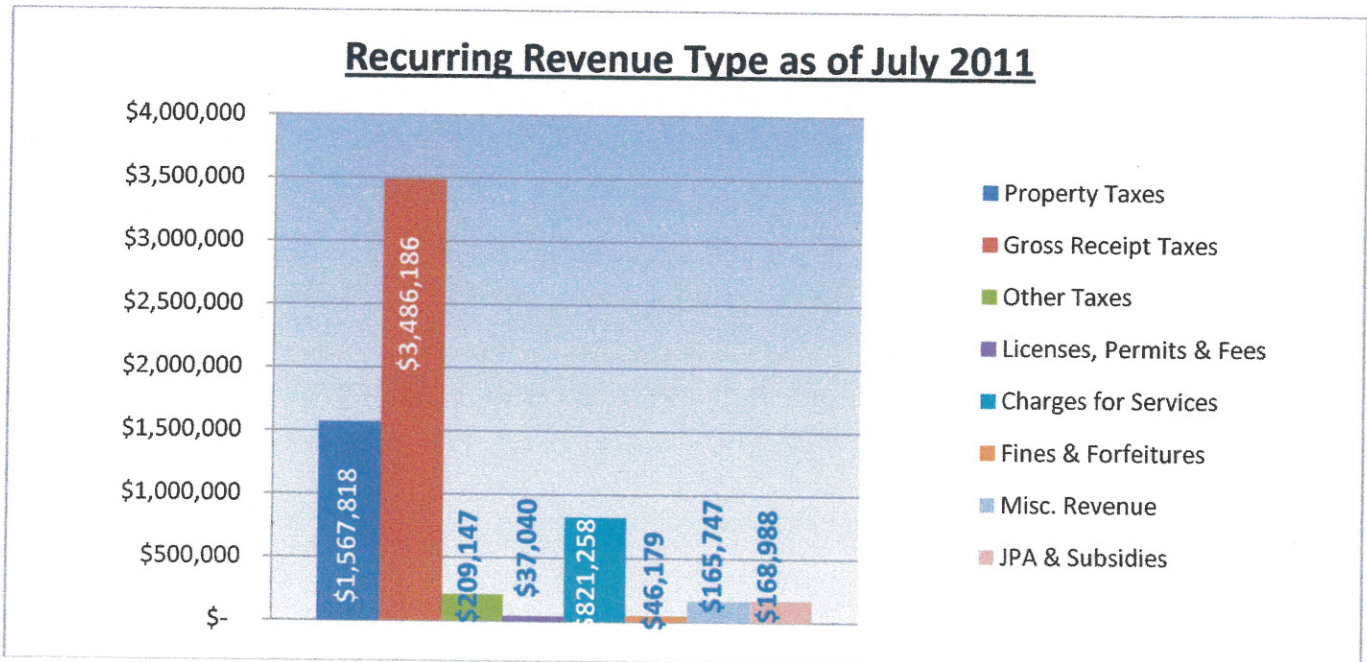
ISSUE:

Enclosed is a report summarizing the financial activities of the County through the month ending July 31, 2011.

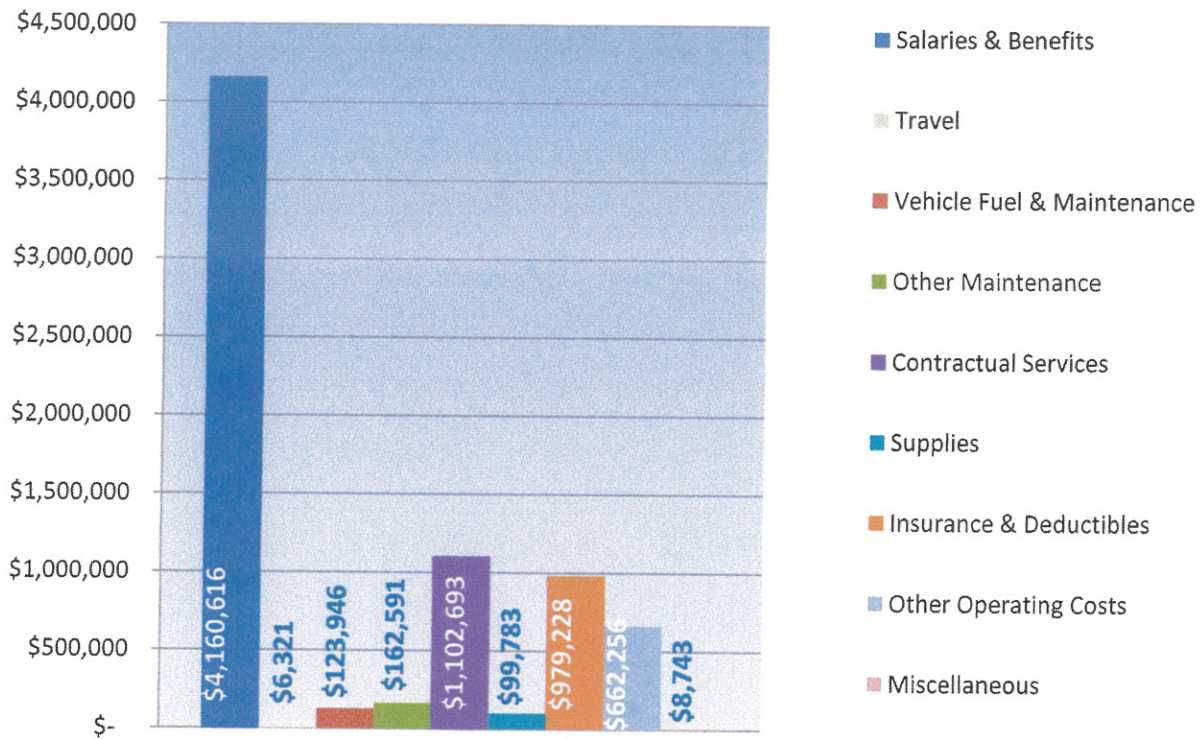
BACKGROUND:

This is the first attempt at comparing revenues and expenditures on a recurring versus non-recurring basis. The monthly report will still highlight major revenue sources and provide detail relative to the County's major funds. Below are several charts that 1) identify the recurring revenue sources, 2) the recurring expenditures and 3) a comparison of the two side by side.

RECURRING VERSUS NON-RECURRING



Recurring Expenditure as of 07/31/2011



Recurring Revenues versus Recurring Expenditures

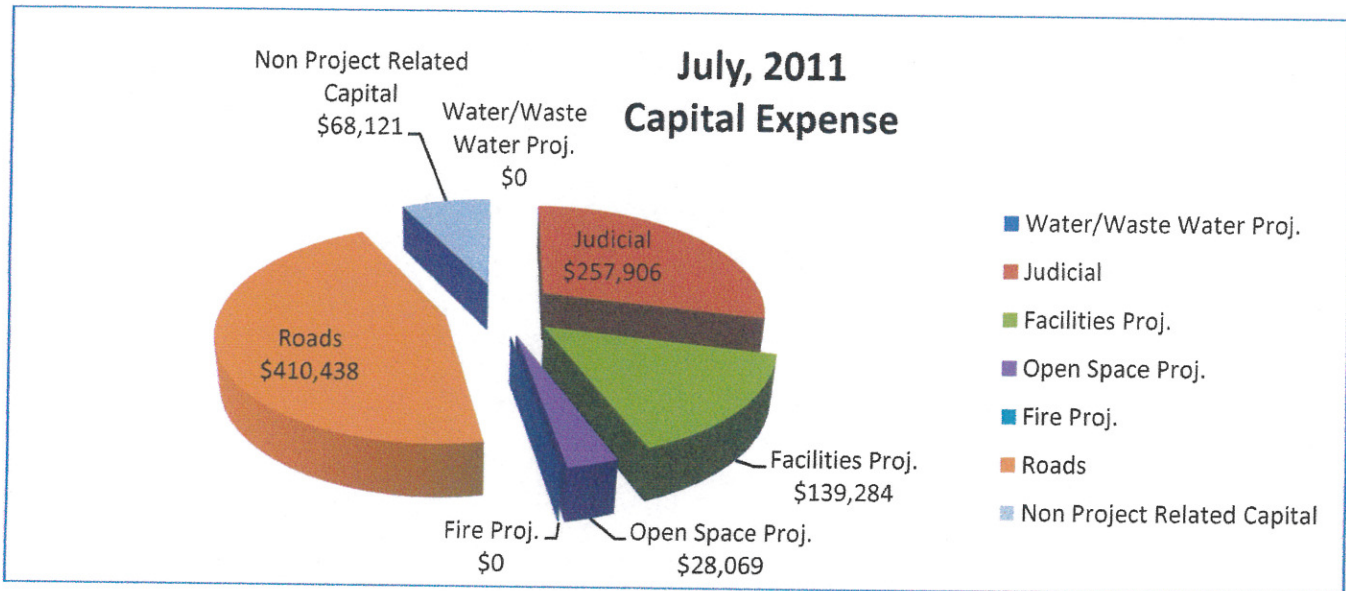


As noted in the above chart, for the month of July, the expenditures of \$7.3 million exceeded the revenues of \$6.5 million by \$800,000. It is important to note that some revenues are cyclical in nature and are collected later in the fiscal year. For example, the property tax collections materialize at their highest levels in the December/January and May/June time periods. The FY 2012 budget has forecasted that a total of \$22.3 million and \$12.7 million will be collected respectively for the high collection periods. (The blue line noted on the chart below indicates the budgeted amounts by month). Major expenditures such as salary/benefits, maintenance and utilities are consistent from month to month regardless of the revenue collections. In order

to ensure that the budget is intact, finance staff reviews the monthly budget status expenditure reports to ensure that there are no areas of concern. Additionally, the mid-year reviews are used as a tool to control such expenditures and ensure that sufficient budget authority is met to complete the fiscal year.

NON-RECURRING EXPENDITURES

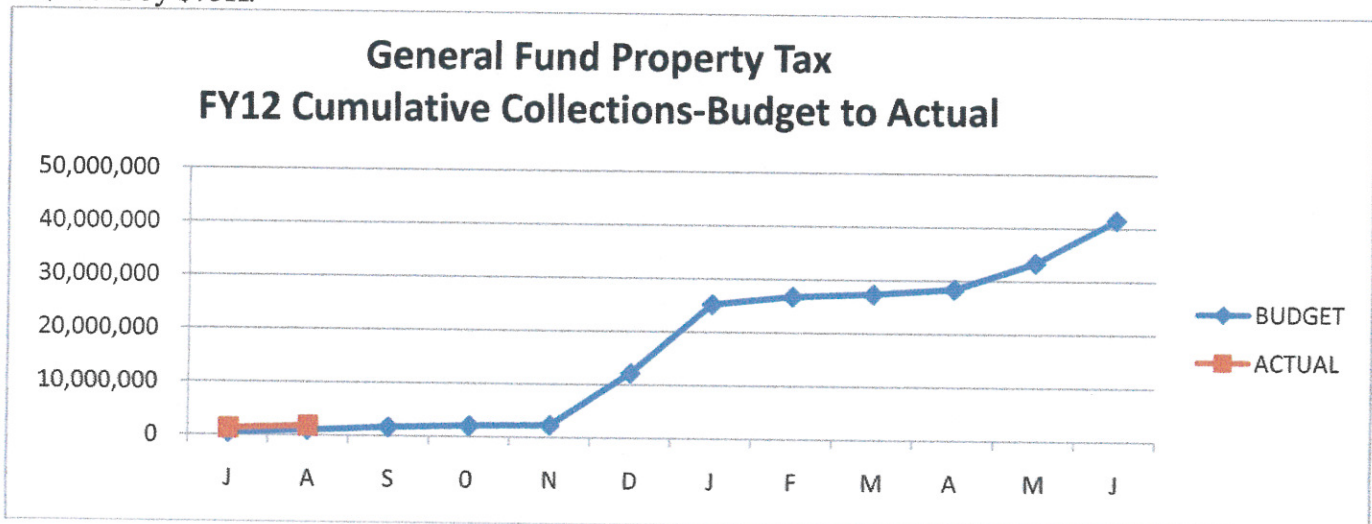
The chart below focuses on the capital expenditures incurred in the month of July 2011. The chart is broken down by project category. Non-project related expenditures reflect purchases of equipment. Capital expenditures are non-recurring expenditures funded by non-recurring sources. Such sources include bond proceeds, special appropriations and grants.



Also included for your information are the charts reflecting major revenue sources and collections July 31, 2011 and August 31, 2011.

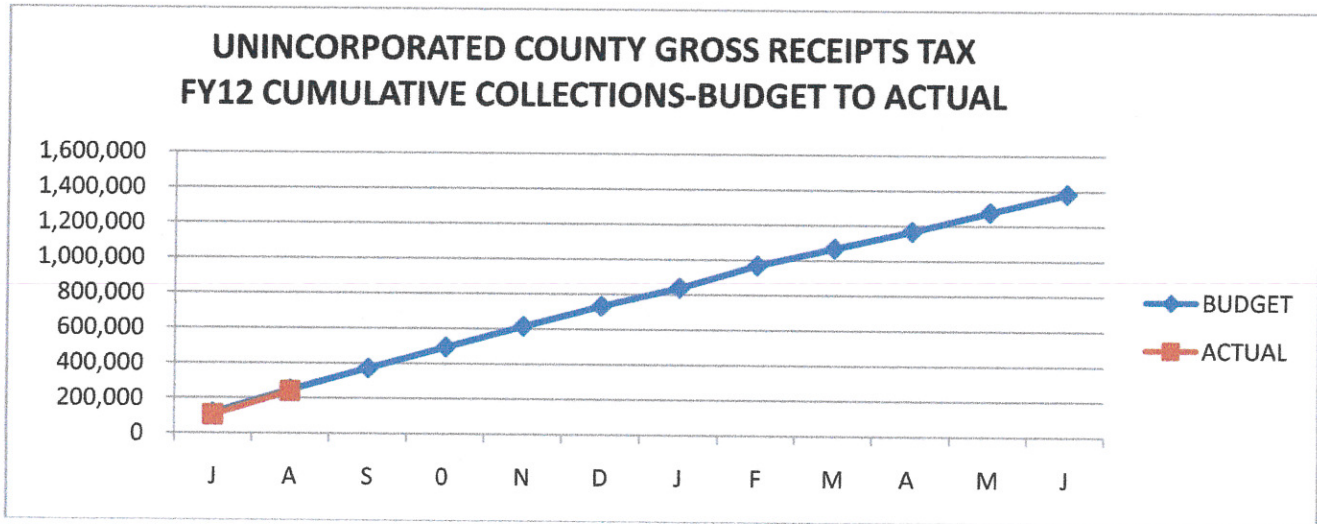
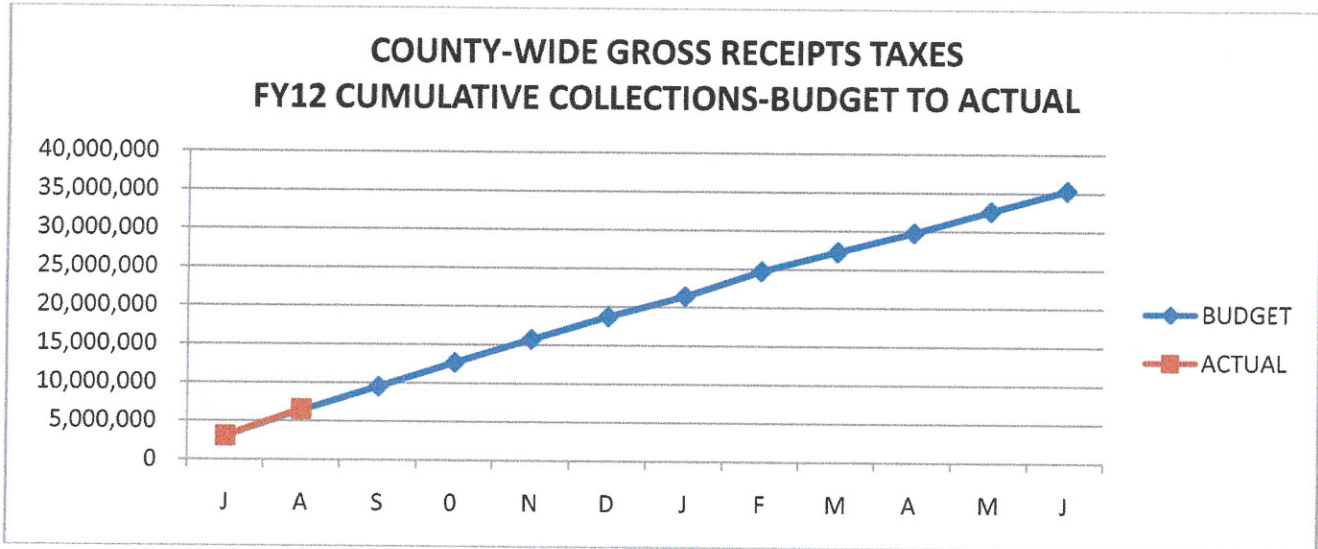
REVENUE:

Actual property tax collections of \$1.3 million through the end of July exceed the projected budget of \$461K by \$807K. The property tax collections of \$482K through the end of August fell under the budgeted amount of \$555K by \$73K.



Cumulatively, both the county-wide and the unincorporated gross receipt taxes collected through July total \$3.2M and through August total \$3.6M and are \$116K greater than the cumulative budgeted amount of \$6.6M.

Lastly, the unincorporated GRT collections fell under budget for both July and August by \$9,872. In FY 2012, the unincorporated GRT's were forecasted with a 13% downturn and we are hopeful that the forecasted downturn is sufficient. There are still small amounts of money, mainly penalty and interest, relative to delinquent collections for the sunsetted Fire Excise Tax totaling \$5,700.



UPDATE ON FY 2012 BUDGET CUTS:

The budget cuts made by both management and the BCC have continued as of the last financial report to the Board. These cuts included the frozen positions, smart buying concept, restructured satellite offices, etc. The FY 2012 budget contemplated a fairly flat revenue (versus the reduced revenue in each of the past two years) based upon FY 2011 performance and other indicators that the local economy has leveled out. Some small cuts were made to the FY 2012 operational budgets of programs funded entirely or supported by the general fund or budgets that are reliant upon gross receipt taxes as the primary revenue source. These small

budget reductions referred to as “sanding” the budget, was across-the-board and yielded a reduction of \$330K.

SUMMARY:

The challenges of the last three years have not disappeared but are loosening their hold. However, this does not mean that we will become complacent. We will continue to work collaboratively with the community, other local governments and staff to address the ever changing needs of Santa Fe County and its residents and we will continue to seek innovative ways to conduct the business of government as cost effectively and productively as possible.

Lastly, during this fiscal year the County will be developing and implementing a priority-driven, results-accountable budgeting methodology for future fiscal years beginning with FY 2013. This will be a huge undertaking and will require the cooperation and support of the public, governing body, management and staff. Through this process the County will determine which programs and functions are the most important to the citizens of Santa Fe County and will allocate funds in order to achieve those priority results.

**NO PACKET MATERIAL
FOR THIS ITEM**

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ITEM**

Senior Program Status Report

Memorandum

To : Santa Fe Board of County Commissioners

From : Steve Shepherd
SF County Health & Human Services Division

Date : August 30, 2011

Subject : **Memorandum of Agreement between Santa Fe County and
New Mexico Department of Health for FFY-2012.**

Issue:

A Memorandum of Agreement between Santa Fe County and the NM Department of Health for funding the United Way Project Launch Program needs to be approved to allow payment for program activities in federal fiscal year 2012.

Background:

Santa Fe County was asked by the New Mexico Department of Health (NMDOH) to participate in a federal grant for "Project Launch" as the required local partner of the state entity (NMDOH). The grant is used to replicate a program that was developed by the United Way of Santa Fe County in another location in Santa Fe. The program was known as the "Agua Fria Children's Zone Project; it is now known as the Santa Fe Children's Project. Memorandums of Agreement were approved by the BCC for federal fiscal years 2009, 2010, and 2011 in the amounts of \$ 732,674, \$ 733,000, and \$ 733,000 respectively. The amount of the Memorandum of Agreement for federal fiscal year 2012 is \$ 733,000.

This is a federal grant that is expected to continue for one more fiscal year in an amount around \$ 733,000, assuming money is available on the federal level.

Recommendation:

Staff recommends that the Santa Fe Board of County Commissioners approve the Memorandum of Agreement with the New Mexico Department of Health.

have access to Departments' Protected Health Information (PHI) and is not a Covered Entity as defined by HIPAA, CONTRACTOR shall execute the HIPAA/HITECH Business Associate Agreement as a separately executed mandatory agreement which is hereby incorporated by reference into and made part of this CONTRACT. Failure to execute the HIPAA/HITECH Business Associate Agreement when required by the DEPARTMENT shall constitute grounds for termination of this CONTRACT in accordance with Article 5 of this CONTRACT.

7. **FUNDS ACCOUNTABILITY**

The Entity shall maintain detailed time and expenditure records, which indicate the date, time, nature, and cost of services rendered during the Agreement term and retain them for a period of three (3) years from the date of final payment under the Agreement. The records shall be subject to inspection by the DOH, the Department of Finance and Administration and the Office of the State Auditor. The DOH shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the DOH to recover excessive or illegal payments.

8. **LIABILITY**

As between the parties, each party will be responsible for claims or damages arising from personal injury or damage to persons or tangible property to the extent they result from negligence of its employees, subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et seq., NMSA 1978, as amended.

9. **TERMINATION OF AGREEMENT**

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the DOH's sole liability upon such termination shall be to pay for acceptable work performed prior to the Entity's receipt of the notice of termination, if the DOH is the terminating party, or the Entity's sending of the notice of termination, if the Entity is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Entity shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Entity if the Entity becomes unable to perform the services contracted for, as determined by the DOH or if, during the term of this Agreement, the Entity or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to insufficient appropriation by the Legislature to the DOH. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE ENTITY'S DEFAULT/BREACH OF THIS AGREEMENT.

10. **APPLICABLE LAW**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978 Section 38-3-1(G). By execution of this Agreement, the Entity acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement. The parties agree to abide by all state and federal laws and regulations.

11. **PERIOD OF AGREEMENT**

This Agreement shall be effective **September 30, 2011** or upon approval of both parties, whichever is later and shall terminate on **September 29, 2012** or as stated in **ARTICLE 9, Termination of Agreement**. Any and all amendments shall be made in writing and shall be agreed to and executed by the respective parties before becoming effective.

