

City of Santa Fe, New Mexico

memo

DATE: May 14, 2020

TO: Jarel LaPan-Hill, City Manager

VIA: John Romero
John J. Romero, PE, – Acting Public Works Department Director
Melissa A. McDonald, RLA River and Watershed Manager *MAM*

FROM: Zoe R. Isaacson, MWR River and Watershed Project Administrator

ITEM: Request for approval of a 4-year on call professional services agreement (PSA) with YouthWorks, Inc. to manage the City's Youth Worker Training Program totaling \$89,096.68 dollars (\$22,274.17 per fiscal year) excluding New Mexico Gross Receipts Tax. (Munis Contract #3201910)

BACKGROUND & SUMMARY:

On March 31, 2020, the City advertised a request for proposals (RFP #' 20/32/P) for the Youth Worker Training Program. The City requires services to develop, within our community's youth, a greater understanding of the watershed's functions, maintenance, and restoration processes to help cultivate environmental stewardship and water conservation and much needed assistance in the maintenance of these areas. Under the scope of services for the contract, YouthWorks would provide valuable assistance that includes:

- Recruiting, hiring, training and supervising youth workers, ages 16-24, to perform river and watershed clean-up and restoration activities
- Working with staff from the Engineering Division/River and Watershed Section and the Parks Division to implement stormwater improvement projects
- Participate in other work projects as may be requested by the City of Santa Fe's Public Works Department.

YouthWorks, Inc. was the only respondent to RFP #'20/32/P.

Funds are budgeted and available for these services in org/object: 2310411. 510310

MUNIS contract number:

RECOMMENDED ACTION:

The Public Works Department recommends approval of a 4-year on call professional services agreement with YouthWorks, Inc. totaling \$89,096.68 (\$22,274.17 per fiscal year), exclusive of New Mexico Gross Receipts Tax.

Attachments: Professional Services Agreement
Certificate of Insurance
Summary of Contracts

City of Santa Fe Contract
Youth Worker Program for Watershed and Stormwater Improvements

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and YouthWorks, Inc. herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Definitions

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "You" and "your" refers to **(Contractor Name)**. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. Scope of Work

A. The Contractor shall perform the following work:

1) The Contractor shall provide the services for the City with regard to the improvements (the "Project"), in conjunction with EXHIBIT "A", attached hereto and made a part thereof.

B. The receipt of the deliverables contemplated under this Agreement shall assist the City in obtaining its goal(s) as set forth in its Stormwater Management Strategic Plan, the River Corridor Master Plan, and meet National Pollutant Discharge Elimination System Permits.

3. **Compensation**

Labor Category/Item	Unit	Rate
01 Program Manager	per hour	\$27.00* included in admin fee
02 Administrator	per hour	\$44.7** in-kind match
03 Field Supervisor-lead	per hour	\$17.24
04 Field Supervisor- assistant	per hour	\$17.24
05 Youth Laborer	per hour	\$14.90
06 Other, Bookkeeper	per hour	\$23.25* included in admin fee
07 Administration Fee	% per labor hour	15%
08 Equipment (as specified)	per item	N/A

Total Fee Proposal

The total compensation under this Agreement shall not exceed \$22,274.17 per year for four (4) years, for a total of (\$89,096.68) excluding New Mexico gross receipts tax.

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

- A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.
- B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City

agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. Term

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end June 30, 2024. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. Default and Force Majeure

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. Termination

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this

Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination ; 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 Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination.

THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT

8. Amendment

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. Status of Contractor

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's 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. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. Assignment

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

11. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

12. Non-Collusion

In signing this Agreement, the Contractor/Contractor certifies the Contractor /Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. Inspection of Plant

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. Commercial Warranty

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. Condition of Proposed Items

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. Records and Audit

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. Appropriations

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement and any orders placed under it, 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. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. Release

The Contractor, upon 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, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. 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 prior written approval by the City.

20. Conflict of Interest

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances . If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

21. Approval of Contractor Representative(s)

The City reserves the right to require a change in Contractor representative(s) if the

assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. Scope of Agreement; Merger

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. Notice

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

24. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. Indemnification

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. 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.

27. 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, § 38-3-1 (G). By execution of this Agreement, Contractor 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.

28. Limitation of Liability

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. Incorporation by Reference and Precedence

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor 's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor 's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. Workers' Compensation

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

31. Inspection

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
- (2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

- (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
- (2) terminate the contract for default.

33. **Insurance**

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.

C. **Broader Coverage and Limits.** The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

34. Impracticality of Performance

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. Invalid Term or Condition

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

36. Enforcement of Agreement

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

37. Patent, Copyright and Trade Secret Indemnification

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the

City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

- 1) give the Contractor prompt written notice within 48 hours of any claim;
- 2) allow the Contractor to control the defense of settlement of the claim; and
- 3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

- 1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
- 2) replace or modify the product or service so that it becomes non-infringing;

or,

- 3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. Survival

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. Disclosure Regarding Responsibility

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the

determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. Suspension, Delay or Interruption of Work

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. Notification

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City:
Melissa A. McDonald
Public Works-River and Watershed Section
PO Box 909
Santa Fe, NM 87504-0909

To the Contractor:
YouthWorks, Inc
Melynn Schuller, Executive Director
1000 Cordova Place #415
Santa Fe, NM 87505

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

42. Succession

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR:
YOUTHWORKS, INC.

Jarel LaPan Hill
Jarel LaPan Hill (Aug 13, 2020 09:45 MDT)

JAREL LAPAN HILL, CITY MANAGER

DATE: 8/13/2020

Melynn Schuller Executive Director
NAME & TITLE

Executive Director
TITLE

DATE: June 23, 2020
CRS# 02-471141-00-6

City Registration #222597

ATTEST:

Yolanda Y. Vigil

YOLANDA Y. VIGIL, CITY CLERK

WV
XIV

CITY ATTORNEY'S OFFICE

Marcos Martinez

Marcos Martinez (May 13, 2020)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy

MARY MCCOY, FINANCE DIRECTOR

2310411.510310

Org and Object numbers AL

Exhibit A
SCOPE OF SERVICES

A. Primary Activities and Work Plans

The selected Contractor shall:

1. Recruit, hire, train and supervise youth workers (suggested age range for the youth workers is 16 to 24 years of age) to perform river and watershed clean-up and restoration activities; work with staff from the Engineering Division/River and Watershed Section and the Parks Division to implement stormwater improvement projects; participate in other work projects as may be requested by the City of Santa Fe Public Works Department;
2. Provide adequate and appropriate training and supervision of employees.
The contractor must maintain a ratio of at least one qualified and senior, supervisory staff person for up to, but not exceeding, ten (10) youth workers at all times. The qualified supervisor must have specific knowledge appropriate to the work: e.g., knowledge of plant identification, pruning and planting techniques; ability to recognize erosion symptoms and implement appropriate interventions; familiarity with techniques for handling of bio-hazardous materials; and must be capable of directing the youth workers in a safe, effective and efficient manner. Crew deployment larger than 12 employees must receive prior approval by the River and Watershed Manager or designated project manager. The contractor shall ensure adequate staffing levels so that no unnecessary strain is placed upon City staff and departmental resources. The Contractor will arrange transportation for bathroom and lunch breaks for the youth.
3. Obtain any permits and permissions that may be required. The Contractor must comply with applicable codes, laws and standards, including but not limited to those in force under: the City of Santa Fe, Santa Fe County, New Mexico Environment Department, FEMA, Army Corps of Engineers, and other federal or local agency requirements as appropriate.
4. Coordinate and collaborate with City of Santa Fe staff to support City projects and programs for Santa Fe River and watershed restoration, stormwater management and other public works projects as may be agreed upon by the City and the Contractor.

B. Supplies, Equipment, Materials

The Contractor must possess/provide the supplies, tools, equipment and materials appropriate for the implementation of all projects. These shall include but are not limited to:

1. Rakes, pruning tools (and replacements if broken or worn down), tarps, shovels, trash bags;
2. Hard hats, boots, gloves, and any other appropriate safety apparel;
3. First aid kit;
4. Sufficient, reliable vehicles to transport all youth workers and their supervisors throughout the contract;
5. Cell phone service for communication in the field;

6. At least one digital camera or cell phone for documenting work in progress and completed work;
7. Other specialized equipment, which may be required from time to time such as rental truck, wood chipper, water tank, and trailer, which may be billed, additionally; City of Santa Fe may be able to provide such equipment on an as-needed basis and as coordinated with the appropriate city departments; and
8. Heavy equipment such as earth movers, dump trucks, and lifts may be provided by the City of Santa Fe on an as-needed basis and as coordinated with the appropriate city department.

C. Coordination with City of Santa Fe Staff:

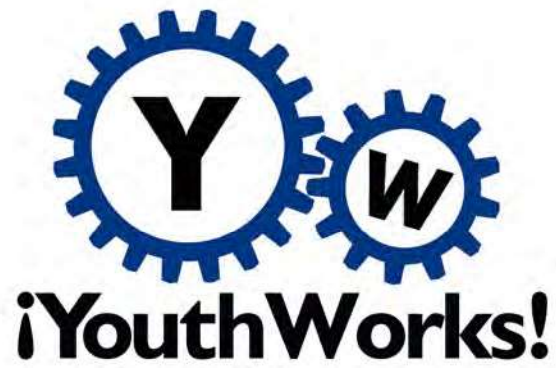
1. Upon selection of the Contractor an initial meeting will be held with the City and Contractor to establish agreements for effective coordination between the two parties.
2. Regular meetings will be scheduled for coordination, to review progress and upcoming, planned activities, and to make any timely modifications to work plans.
3. City departments, divisions, and programs that the Contractor may be asked to work with include the Public Works Dept., the Parks Division, Streets and Drainage, Stormwater Management, Constituent Services and the Adopt-the-River/Adopt-an-Arroyo program.
4. Additional work that the Contractor may be called upon to perform includes preparation for the Fishing Derby, fabrication and installation of signs, trash can installation, graffiti removal, refilling pet waste bag dispensers, cleaning and clearing or sweeping of streets, sidewalks and other public spaces.

D. Reporting Requirements:

1. Daily work completed will be documented using the "Daily Worker Log, and Daily Job Log."
2. Contractor's senior, supervisory staff will be in frequent contact with the City's river and watershed manager or coordinator, as initiated by the Contractor, to report on day-to-day progress and discuss future plans.
3. Contractor shall prepare a summary, monthly progress report that shall include the periodic invoice, employee work hour reports, and summaries of work performed. Submittal of digital photos of work in progress and completed are required.

E. Applications for Payment shall include:

1. An invoice including PO number;
2. Employee work hour reports for the time period being invoiced;
3. Copies of daily activity logs documenting the nature and locations of the work performed; plus other information including number of Contractor's employees, dates and hours worked, city staff involved.



1000 Cordova Place #415, Santa Fe, NM 87505

PROPOSAL NUMBER '20/32/P

Youth Worker Management

April 30, 2020

Table of Contents

UNIT RATE SCHEDULE	4
COVER LETTER	5
STATEMENT OF QUALIFICATIONS	6
A. CONTRACTOR DATA	6
B. PROJECT TEAM AND RELATED EXPERIENCE	8
-PROJECT MANAGEMENT TEAM	8
-ORGANIZATIONAL CHART	9
C. PROGRAM MANAGEMENT PLAN	10
D. PAST PERFORMANCE	10
E. KNOWLEDGE OF LOCAL CONDITIONS	11
F. WORKLOAD	12
G. ASSOCIATIONS	13
H. EXPERIENCE	13
- EXPERIENCE TABLE	14
ADDITIONAL PERTINENT MATERIALS - PHOTOS	17
NON-COLLUSION AFFIDAVIT	18
CAMPAIGN CONTRIBUTION DISCLOSURE FORM	19
LIABILITY INSURANCE CERTIFICATE	21
BUSINESS LICENSE	22
RESUMES	23

UNIT RATE SCHEDULE

YouthWorks WORK HOUR AND FEE PROPOSAL WORKSHEET

Staff Member	Hours	Rate/Hr	Total Cost
Program Manager, Jay Hennicke, w/o fringe	50	\$27.00	<i>included in the 15% in admin. fee</i>
Administrator, M. Schuyler, w/o fringe	50	\$44.71	<i>in-kind match</i>
Field Supervisor 1, TBA	216	\$17.24	\$3,723.84
Youth Worker 1, TBA	210	\$14.90	\$3,129.00
Youth Worker 2, TBA	210	\$14.90	\$3,129.00
Youth Worker 3, TBA	210	\$14.90	\$3,129.00
Youth Worker 4, TBA	210	\$14.90	\$3,129.00
Youth Worker 5, TBA	210	\$14.90	\$3,129.00
Stacey Steele, Bookkeeper w/o fringe	20	\$23.25	<i>included in the 15% in admin. fee</i>
Total Hours and Subtotal Cost			\$19,368.84
Administrative Fees-		15%	\$2,905.33
Total Fee Proposal			\$22,274.17

Work Hour and Fee Proposal Explanation

The work hour and fee proposal is based on a contract size of \$22,274.17. The structure of this cost proposal can be scaled up or down proportionally depending on the amount of funding available.

- YouthWorks wage calculations are based on an hourly rate of \$14.75 for the Field Supervisor, and Youth Workers at \$12.75.
- Wage rate per hour includes YouthWorks' current fringe costs- FICA (7.65%), Workman's Compensation rate (8.4%) and State Unemployment Tax (0.84%).
- Limiting the Youth Work Crew to 5 Youth Workers establishes a 1 to 5 supervisor to youth worker.

In addition, YouthWorks has included a maximum 15% rate to cover administrative fees including replacement equipment, vehicle insurance, maintenance, mileage as well as crew supplies as needed for successful project delivery and completion. In lieu of paying program managerial costs directly, YouthWorks has historically elected to utilize the administrative fees to encompass all direct and indirect cost items.



1000 Cordova Place #415
Santa Fe, New Mexico 87505
Phone: (505) 989-1855

April 21, 2020

RE: Youth Worker Training Program
RFP # 20/32/P

City of Santa Fe
Purchasing Department

To Whom It May Concern:

Please accept this proposal from YouthWorks in response to RFP 20/32/P.

Due to the current COVID-19 crisis, YouthWorks agrees to the following:

YouthWorks agrees to a 120 day or longer expiration date if needed on this proposal given the delays and unpredictable conditions caused by the current COVID 19 health crisis.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Melynn Schuyler', with a long horizontal line extending to the right.

Melynn Schuyler
Executive Director

STATEMENT OF QUALIFICATIONS

A. Contractor Data

1. Official Name of Business/Organization: YouthWorks, Inc.

2. Types of services provided:

YouthWorks is a comprehensive youth development organization founded in 2001 to address the lack of meaningful alternative education, job skills training and employment opportunities for disconnected youth in the Santa Fe area, while also providing harm prevention education and counseling services to the large numbers of high-risk youth in need. YouthWorks serves over 1,200 youth each year. The targeted population consists of disconnected youth and young adults, ages 14-24 that are predominately unskilled for work, unprepared for employment and/or are dropped out or pushed-out of high school and need educational and skills attainment to succeed to reach more than basic entry level jobs and societal success. YouthWorks serves a 94% low-income population, 74% Hispanic, 6% Native American, 64% male, 35% female, 1% other, with over 24% presenting as housing insecure.

The organization offers a range of programs including job skills training through field-based environmental work crews and affordable housing construction crews, culinary training program, adult basic education including GED classes and tutoring, positive mentoring relationships, college counseling, college application and financial aid application assistance, life-skills and harm prevention education, counseling services, internships and job placement services, transportation, case management, and social service referrals.

3. Legal Form:

- a. 501(C)3 Not-for-Profit Organization
- b. Date of establishment under current name: 05/2001
- c. Former names, locations, dates: None
- d. Names, titles, addresses of executive director and board members:

Danny Maki	Board Chair	1539 Escondida Ct. Santa Fe, NM 87505 (505) 690-0988 dannymaki@gmail.com
Vicki Gage	Vice Board Chair	11 Senda Corvo Rd Santa Fe, NM 87507 505-670-1160 victoriag77@gmail.com
Laine Renfro	Board Secretary	PO Box 28175 Santa Fe, NM 87592 505-231-1727 Lalaine61@aol.com
Richard Jones	Board Treasurer	139 Calle San Simon Santa Fe, NM 87505 505-231-5263, h) 983-3594

		natonabah@comcast.net
Tom Jensen	Board Member	707 Paseo de la Loma Santa Fe, Nm 87501 505-603-7728 jensen13@comcast.net
David Cartwright	Board Member	3301 Camino Lisa Santa Fe, NM 87501 310-710-0170 dcartwright@omm.com
Beverly DeHerrera Morris	Board Member	2832 Vereda de Pueblo, SF 87507 505-470-4336 beverelyschutz@gmail.com
Sean Gabriel	Board Member	25 Camino Costadino Santa Fe, NM 87508 505-721-6063 heinen1940@gmail.com
David Del Mauro	Board Member	1000 Paseo de Peralta, SF 87505 505-490-9628 davidmorsedelmauro@gmail.com
John OJ Ojinaga	Board Member	122 Solana Dr. Santa Fe, NM 87501 505-690-4201 Johnojinaga56@gmail.com
Jim Hands	Board Member	2845 Agua Fria St. Santa Fe, NM 87507 505-473-7373 jimhands@handseng.com
Elizabeth Jeffreys	Board Member	1021 Avenida de las Campanas, SF 87507 505-474-0771 gr8czarina@yahoo.com
Melynn Schuyler	Executive Director	1000 Cordova Pl. #415; SF 87505 505-989-1855 melynn@santafeyouthworks.org

- e. Categories in which firm is legally qualified to do business in New Mexico.

YouthWorks maintains good standing with the State of New Mexico's Attorney General's Office Charitable Organization Registry. YouthWorks is recognized as a legal nonprofit, designated as a 501(c)3 by the Federal Internal Revenue Service. YouthWorks is registered with the New Mexico Taxation and Revenue Department as a corporation/not for profit business operating in the state of New Mexico. YouthWorks is licensed to conduct business with the City of Santa Fe.

4. Organization Size

YouthWorks has a core staff of 17 FTE. There will be two core staff employees directly working on this project with additional organizational support brought to bear when necessary. Other contractors will be utilized as needed for technical advisement.

B. Project Team and Related Experience

1. Organization Chart (following this page)

YouthWorks programs are administered from YouthWorks main facility, a 5,000 square foot building on Cerrillos Rd, located on the bus lines. This location houses all staff offices, and also includes a computer lab, meeting rooms, several classrooms, as well as ample secure equipment and vehicle storage.

Business Details:

YouthWorks

Mailing address: 1000 Cordova Pl, #415, Santa Fe, NM 87505

Physical address: 1504-1506 Cerrillos Rd., Santa Fe, NM 87505

Phone: 505-989-1855

Executive Director: Melynn Schuyler

Email: melynn@santafeyouthworks.org

2. Project Management Team: (resumes with attachment)

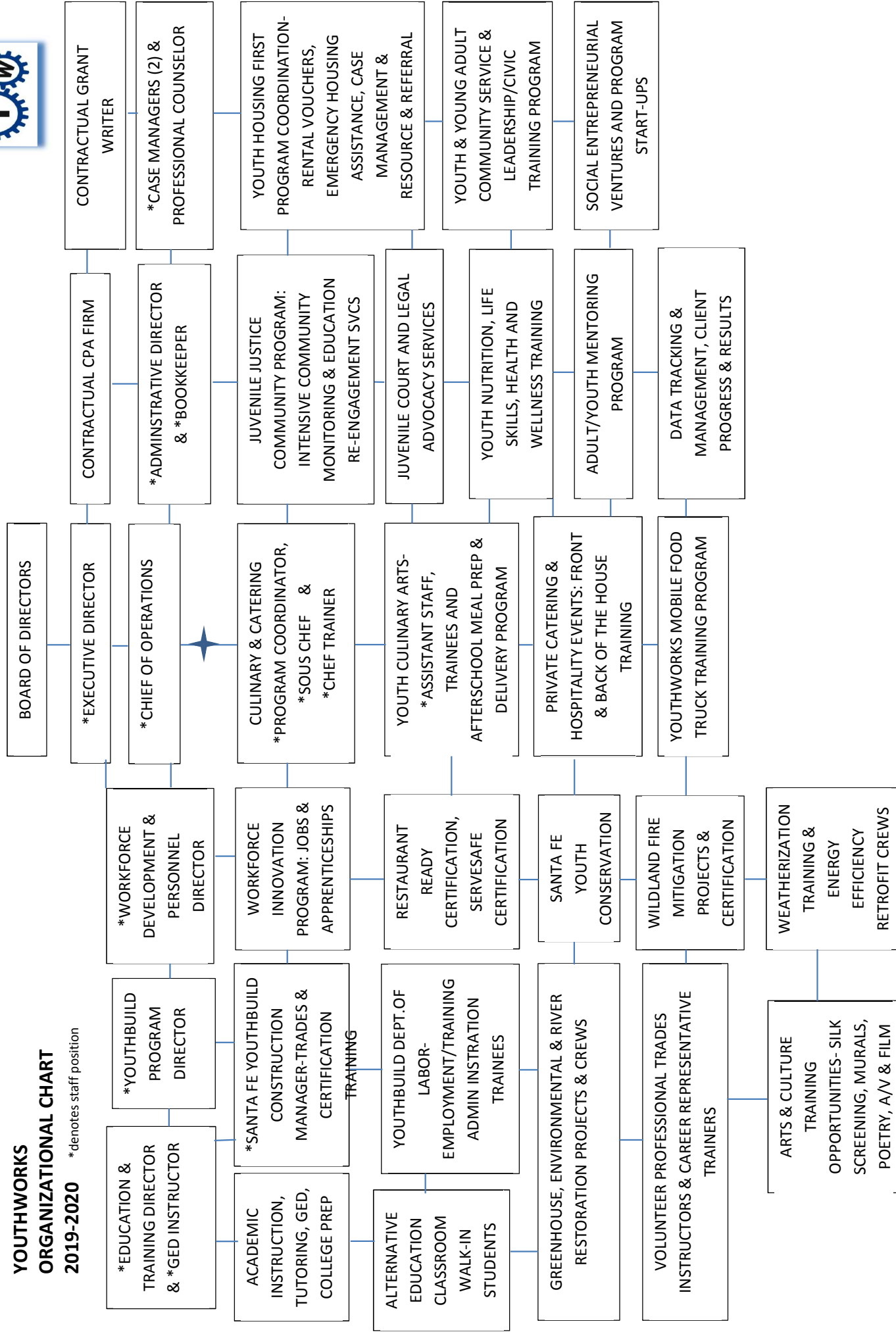
Melynn Schuyler- Executive Director, founder of organization. Melynn has 19 years of experience, as the founder of the organization, designing and delivering successful youth worker projects with the city. Melynn has developed the flexibility and knowledge to successfully adapt the youth and young adult labor and field crews from within YouthWorks to meet the scope of local and state and federal government' environment and public recreation rehabilitation/ improvement project design goals. Melynn will serve as the project's chief administration, providing direction and oversight to Program Manager and Field Supervisory staff. Email: melynn@santafeyouthworks.org

Jay Hennicke has three cumulative years' experience with the organization as a lead instructor, team-leader, project design and logistics manager and nonprofit program administrator. Jay has over twenty years of experience as a community college instructor prior to working with YouthWorks, and is adept at working with challenging populations. Jay will act as the Program Manager for the project, providing daily oversight and direction to Field Supervisory Staff. Email: jay@santafeyouthworks.org

Stacey Steele - Bookkeeper. Stacey possesses twenty years' experience in full-charge bookkeeping, financial record management and professional administrative oversight. Her duties include fiscal oversight, management and tracking for federal, state, city, and county contracts and awards. Stacey has overseen the State of New Mexico Youth Conservation Corp grant. Email: stacey@santafeyouthworks.org

YOUTHWORKS ORGANIZATIONAL CHART 2019-2020

*denotes staff position



C. Program Management Approach

The YouthWorks river crew management plan is based on refinements of models developed through our seventeen years' experience in operating previous river and environment restoration crews. YouthWorks Executive Director Melynn Schuyler will oversee project design, fiscal oversight and carry out the general administration of the program- estimated at 5-10% FTE as an in-kind match to the project.

Jay Hennicke, Chief of Operations will oversee day-to-day project schedules, administration and management. As Project Manager, Jay Hennicke will deliver 20% of his weekly work allocation time to the project. Jay will perform project delivery oversight and daily supervision for the Field Supervisor.

The Field Supervisor will be recruited and hired upon YouthWorks project selection and award. The Field Supervisor will be screened for experience in small team supervision, work history and potential experience in environmental restoration or other outdoor profession. The Field Supervisor will be a qualified and insurable driver. The Field Supervisor will deliver crew work-site supervision, manage day-to-day equipment and crew logistics, deliver daily-log and any other required project reporting. The Field Supervisor will deliver 100% dedication to the project. The schedule for project delivery and crew job skills training will follow a 4-day work week, to include an occasional partial fifth day per week for the Field Supervisor to allow for planning and meetings with the City when needed. Project staff will dispatch work crews by 9 a.m. to arrive at designated work venues. Field crews will be allowed a 30-minute lunch break, prepared daily by YouthWorks Culinary Crew, and work until 4:30 or 5 p.m. daily as weather and scope of work permits.

Stacey Steele, YouthWorks' Financial Manager, with back-up support from Administrative Director /Bookkeeper Cecilia Flores, will provide budget oversight, invoicing and ongoing financial tracking.

YouthWorks case management/navigation team and counseling staff will also contribute their time, as in-kind match, on an as-needed basis to provide supportive services to crew members as resources and other services can be made available to assist youth and young adults with life and personal issues.

D. Past Performance

Having operated NM Youth Conservation Corps and City of Santa Fe River Restoration and Streets and Stormwater crews for nearly two decades. YouthWorks maintains an extensive inventory of hand tools and other equipment available to carry out any and all activities needed under this contract. YouthWorks equipment includes, but is not limited to pruners, hand shovels, flat head shovels, loppers, hand saws, picks, digging bars, rakes, 5 gallon water

jugs, two 15-passenger vans and four seven passenger vans, a quarter-ton pick-up truck, three wheelbarrows, garbage bags; a well-screen for water-table measurements and cell phones for program supervisor to field supervisor communication. YouthWorks also has necessary safety equipment including worker boots, gloves, high visibility safety vests, hard-hats and safety glasses.

E. Knowledge of Local Conditions

YouthWorks has worked with several divisions within the City of Santa Fe Public Works Department. The work has provided YouthWorks with a detailed knowledge of the working within the Public Works Department, including their sensitivity to local design and neighborhoods and the seasonal job requirements. YouthWorks projects with the Public Works Department have included, but are not limited to: several major erosion control projects for rehabilitation of public open spaces neighboring residential areas to add to beautification, environmental restoration and increase water harvesting capacity; a water harvesting/water run-off diversion project to curtail park flooding of a city park adjacent to public housing in a low- to low-to-moderate income neighborhood; river and trail cleanup and restoration; and has annually assisted the city in the preparation for the Fishing Derby with youth works delivering the creating of thousands of sandbags, delivering labor and hands-on tasks to create pools for the stocking of trout. YouthWorks has built rain gardens for water harvesting, cleared and rehabilitated numerous acequias and arroyos, assisted city Streets and Stormwater management with major drainage issues, and has worked to train youth workers in invasive species identification, proper eradication techniques, pruning of native species and plantings for habitat development.

Throughout YouthWorks' 19-year history the agency has worked hand-in-hand with City Public Works staff to design and implement a range of projects. This includes watershed improvement projects, conservation based work on municipal properties, city-designated Santa Fe river restoration and erosion control projects, as well as city storm water management projects. YouthWorks has worked to clean up and repair the city's acequia system and support the city with public safety projects such as snow removal emergency dispatch crews and monsoon-flood debris removal crews. YouthWorks has also assisted in the intensive city-wide streets and road salt removal crews after heavy winter snow melts, delivered graffiti removal crew labor, conducted intensive invasive species removal efforts and wildland fire prevention deadwood removal in residential areas, all in conjunction with the city. This expanse of youth crew projects have been specifically designed by working directly with City of Santa Fe Public Works and River/Watershed Management staff. YouthWorks has worked alongside the Parks Department and staff from various departments as needs arise or as a result of long term planning. Program and Field Staff and youth crews have gained substantial knowledge of neighborhood needs and conditions as well as seasonal requirements to ensure public safety and access through YouthWorks' accumulated years of experience in the field.

With long-time and native-born Santa Fe residents in project management staff, crew leader positions, and on field crews, YouthWorks institutional knowledge and community awareness of the local area is comprehensive. Through extensive experience and training all staff are aware of the local sensitivity in regard to historic lands and preservation, local design practices, and construction methods. Working alongside City of Santa Fe work crews and supervisors, all YouthWorks river restoration crews receive extensive on the job training in the areas of watershed management, water table measurement, invasive species identification and proper removal techniques, trail building and maintenance, erosion control, tree planting techniques, tree inventory and GPS mapping based on established best practices.

YouthWorks has 19 years of experience operating field crews, with a focus on watershed restoration and river habitat health. With multiple field crews working under various contracts and grant programs in a given year, we have reliable and established systems for cost estimating that ensure projects are implemented in a cost effective and consistent manner.

F. Workload

YouthWorks maintains a steady workload throughout the year, with a peak of activity occurring during the summer months. The following table depicts the current contract-based work load of the organization.

Project Name	Location	Client	Staff Assigned
Santa Fe YouthBuild	Santa Fe	Department of Labor-Employment and Training Administration	Executive Director, YouthBuild Program Director, Bookkeeper(s), GED Instructor, Chief of Operations, Case Manager
Workforce Innovation Apprenticeship and Job Placement Project	Santa Fe	City of Santa Fe and Local Participating Businesses	Executive Director, Workforce Development/Personnel Director, Bookkeeper(s), Case Manager
YouthWorks Culinary Training Crew and Catering Program	Santa Fe	Various private for hire catering events, Internal daily meals for YW work crews, children's meals with CYFD CACFP and Summer Meals program	Executive Director, Culinary Program Director, Culinary Program Trainer, Assistant Kitchen Manager
YouthWorks NM Youth	Santa Fe	State of NM Youth Conservation Corps	Executive Director, Chief of Operations,

Conservation Corps Crew			Workforce Development Director, Case Manager, Bookkeeper(s) and Field Supervisor
YouthWorks Positive Alternatives to Detention	Santa Fe	State of NM CYFD Juvenile Community Corrections Program	Executive Director, Juvenile Justice Case Manager, GED Instructor, Life Skills Coach/Trainer, Chief of Operations

G. Associations

YouthWorks will have sole responsibility for the project management. We do not anticipate the use of any sub-contractors. YouthWorks has a long history of collaboration with government, businesses and other nonprofits. In 2017 and 2018, YouthWorks lead a multi-faceted network of private, nonprofit and public partners that have joined to leverage resources through a system of integrated community interventions for the delivery of high priority climate and poverty solutions. ***The Verde Community Impact Collaborative*** was designed by YouthWorks to intentionally unite partners together to deepen their investment in the health, welfare and sustainability of the community through simultaneously addressing the needs of people living in poverty and reducing energy use and carbon emissions in the city. The project, entitled ***The Verde Community Impact Collaborative***, includes partners: The Food Depot, Dashing Delivery, Reunity Resources, MoGro, Wildfire Network, All Trees Firewood, Inc., ProScape, Adelante Program for Homeless Student Services, Santa Fe Community College, and YouthWorks as the lead agency.

YouthWorks maintains membership with several national organizations for best practices and technical assistance. Due to YouthWorks youth corps work, we are a member of The Corps Network; our social justice culinary arts and catering work aligns YouthWorks with Catalyst Kitchens- a national network of culinary training and catering nonprofits; and our Department of Labor YouthBuild program aligns YouthWorks as a member of the national organization YouthBuild USA for technical assistance, best practices and performance evaluation.

YouthWorks is also working alongside five local partners, led by The Wildfire Network, as an association that has been awarded USDA Forest Service Collaborative Forest Restoration Program funds for forest health and wildland fire management.

H. Experience

YouthWorks was founded as an organization providing youth development opportunities through field-based work crews. We have completed dozens of

projects on time and on or under budget for a range of partners including the City of Santa Fe, Santa Fe County, the State of New Mexico, NM Youth Conservation Corps, the USDA Forest Service, the Bureau of Land Management and the National Fish and Wildlife Conservation Association and the Department of Labor. These programs have positively impacted a vast amount of public lands, and have engaged several thousand of Santa Fe youth in rehabilitation and restoration activities and skills-gain. The following is a chart depicting relevant youth worker fee-for-service contracts, and youth education and development grants and awards with completion dates, actual expenses and client names for reference to YouthWorks' project management experience and performance.

Experience Table

Project	Schedule Completion	Actual Completion	Project Budget	Actual Expenses	Client	Reference
Santa Fe Youth Conservation Corps	10/30/10	9/25/10	\$149,999.97	\$149,865.00	NM Youth Conservation Corps	NMYCC Director, 505-476-3200
YouthWorks River Crew	12/20/10	12/16/10	\$100,000.00	\$99,0093.13	City of Santa Fe Public Works	Brian Drypolcher, 505-955-6840
Santa Fe Youth Conservation Corps	10/30/11	9/30/11	\$149,999.71	\$149,978.00	NM Youth Conservation Corps	NMYCC Director, 505-476-3200
YouthWorks River Crew	04/30/12	05/18/12	\$46,000.00	\$45,055.17	City of Santa Fe Public Works	Brian Drypolcher, 505-955-6840
Santa Fe YouthBuild	05/30/12	05/10/12	\$435,000.00	\$432,750.00	USDOL- Employment and Training Admin.	Patricia Evans, 972-850-4644
Santa Fe YouthBuild	05/30/13	05/15/13	\$417,500.00	\$415,350.00	USDOL- Employment and Training Admin.	Patricia Evans, 972-850-4644
YouthWorks River Crew	04/29/13	04/26/13	\$46,560.00	\$46,529.97	City of Santa Fe Public Works	Brian Drypolcher, 505-955-6840
Santa Fe Fish and Wildlife Crew	07/07/14	07/07/14	\$47,350.00	\$47,350.00	US Dept of Interior –Fish and Wildlife	Christina Kakoyannis 202-595-2462
Santa Fe YouthBuild	05/30/14	05/15/14	\$556,471.00	\$556,471.00	USDOL- Employment and Training Admin.	Patricia Evans, 972-850-4644

YouthWorks River Crew	09/30/15	08/21/15	\$42,897.31	\$39,886.08	City of Santa Fe Public Works	Melissa McDonald, 505-955-6840
Santa Fe YouthBuild	05/30/15	05/15/15	\$495,500.00	\$495,487.00	USDOL- Employment and Training Admin.	Patricia Evans, 972-850-4644
YouthWorks River Crew	09/30/16	08/8/16	\$25,000	\$25,000	City of Santa Fe Public Works	Melissa McDonald, 505-955-6840
Santa Fe YouthBuild	06/30/16	05/15/16	\$495,500.00	\$495,487.00	USDOL- Employment and Training Admin.	Terry Moore 972-850-4669
YouthWorks River Crew	09/30/17	08/8/17	\$25,000	\$25,000	City of Santa Fe Public Works	Melissa McDonald, 505-955-6840
Santa Fe YouthBuild	06/30/17	05/10/17	\$495,500.00	\$495,487.00	USDOL- Employment and Training Admin.	Terry Moore 972-850-4669
YouthWorks NM Youth Conservation Corps Crew	10/30/17	10/15/17	\$149,000	\$230,000 (additional funds raised to support program)	State NM Youth Conservation Corps Crew	NMYCC Director, 505-476-3200
YouthWorks Verde Community Impact Collaborative	12/31/18	12/31/18	\$200,000	\$480,000 (additional funds raised to expand program)	City of Santa Fe Sustainability Commission	Alexandra Ladd, 505 955-6346
YouthWorks River Crew	09/30/18	09/24/18	\$25,000	\$25,000	City of Santa Fe Public Works	Melissa McDonald, 505-955-6840
YouthWorks NM Youth Conservation Corps Crew	10/30/19	11/15/19	\$149,000	\$230,000 (additional funds raised to support program)	State NM Youth Conservation Corps Crew	NMYCC Director, 505-476-3200
Santa Fe YouthBuild	06/01/20	TBD	\$495,500.00	\$ TBD	USDOL- Employment and Training Admin.	Terry Moore 972-850-4669

Describe familiarity with procedural and regulatory requirements:

Due to YouthWorks' long history of working closely with the City of Santa Fe to implement watershed improvements and deliver storm water management fieldwork, project management staff are thoroughly knowledgeable about the relevant worker safety-OSHA requirements, permitting, city and county codes

and ordinances, state and federal laws that apply to work in watersheds and on public lands. YouthWorks will utilize the professional expertise of its pro-bono project consultants and local watershed knowledgeable professionals in order to ensure compliance with additional regulatory requirements as needed.

I. Other Information

YouthWorks agrees to/suggests a 120 day expiration date on this proposal given the delays and unpredictable conditions caused by the current COVID 19 health crisis.

Section IX. LITIGATION

YouthWorks has had no litigation or proceedings over the past 19 years where a court or administrative agency has ruled for or against the organization.

Photos of past YouthWorks environmental restoration projects follow this page.



NON-COLLUSION AFFIDAVIT OF PROPONENT

State of New Mexico)
County of Santa Fe)

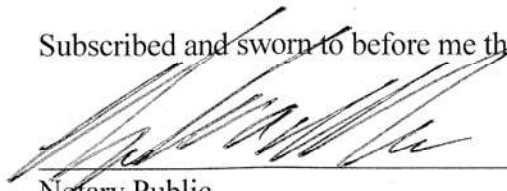
Melynn Schuyler

being first duly sworn, deposes and says that:

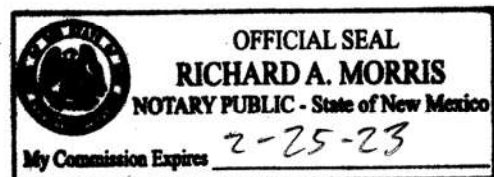
- (1) She/He is the Executive Director of YouthWorks, the proponent that has submitted the attached Proposal;
- (2) She/He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said proponent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proponent, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communications or conference with any other Proponent, firm or person to fix the price or prices in the attached Proposal or of any other Proponent, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proponent, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Santa Fe, or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proponent or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.


Executive Director

Subscribed and sworn to before me this 9TH day of, APRIL 2020.


Notary Public

My Commission Expires: 2-25-23



CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political Commission, nor does it include the administrative or solicitation expenses of a political Commission that are paid by an organization that sponsors the Commission.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made by:

Relation to Prospective Contractor:

Name of Applicable Public Official:

Date Contribution(s) Made:

Amount(s) of Contribution(s)

Nature of Contribution(s)

Purpose of Contribution(s)

(Attach extra pages if necessary)

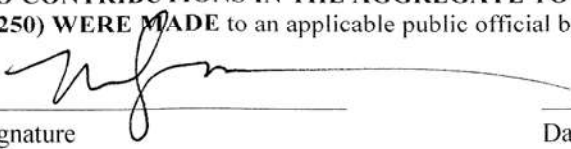
Signature

Date

Title (position)

--
OR
--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.



Signature

04/09/2020

Date

Executive Director

Title (position)



YOUTINC-03

BMARTINEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/3/2019

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 have ADDITIONAL INSURED provisions or 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 License # 0757776 HUB International Insurance Services (NMX) 518 8th Street Las Vegas, NM 87701	CONTACT NAME: PHONE (A/C, No, Ext): (505) 425-9325 FAX (A/C, No): (866) 538-1594 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : Selective INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Youthworks, Inc. 1000 Cordova Place #415 Santa Fe, NM 87505	NAIC #

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC OTHER:			01542000	7/2/2019	7/2/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			01542000	7/2/2019	7/2/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			01542000	7/2/2019	7/2/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ PER STATUTE <input type="checkbox"/> OTH- ER <input type="checkbox"/>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Commercial Property			01542000	7/2/2019	7/2/2020	
A	Professional Liab.			01542000	7/2/2019	7/2/2020	1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

City of Santa Fe PO Box 909 Santa Fe, NM 87504-0909	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 
---	---



City of Santa Fe
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: YOUTH WORKS
DBA: YOUTH WORKS

Business Location: 1504 CERRILLOS RD
SANTA FE, NM 87501

Owner: GORDON BETANCOURT

License Number: 222597

Issued Date: December 30, 2019

Expiration Date: December 31, 2020



License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: \$35.00

YOUTH WORKS
1000 CORDOVA PL
SANTA FE, NM 87505

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO
COMMENCEMENT OF ANY CONSTRUCTION OR THE
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

Melynn Schuyler, M.A., LPC
(505)204-4252
melynn@santafeyouthworks.org

Experience

Executive Director/Founder YouthWorks Santa Fe, Santa Fe, NM May 2001 to Present

- Founded the nonprofit agency **YouthWorks of Santa Fe** to serve high-risk youth and their families in the areas of: life skills; alternative education pathways; soft skills and job skill training; employment and career advancement; emotional support and counseling; violence prevention; substance abuse prevention and youth advocacy to leverage youth and young adults to gain stability and successful futures.
- Responsible for fiscal development, internal and federal project budget management, program development, contract negotiation and management, fundraising, grant-writing, staffing coordination, and strategic agency vision. Manages an annual organizational budget of \$2+ million.
- Provide administrative control and supervision for contracts with City, State and Federal funding sources, as well as private foundation grants and private individual and business donations.
- Fund-raising experience includes local and national sources, grant proposals, contract awards, business sponsorship solicitations and event-based and online fundraising campaigns. Funds raised in 2016, \$1.28 million, \$1.5 million in 2017, raised to \$1.75 million in 2018-19. Funds: 60% grant funds, 25% contracts, 10% donations, 2% events, 3% social enterprise ventures.
- As 2017 top awardee (\$200,000) of the City of Santa Fe Verde Fund, designed and launched a strategic working collaborative as the lead for twelve public, private and nonprofit partners to deliver locally designed poverty and climate interventions to increase equity, health and wellness within the Santa Fe, NM community.
- Expanded the reach of YouthWorks' Santa Fe Youth Corps- an experiential job-training operation to address the critical need to engage high-risk youth to transition into productive, meaningful and employable roles in adulthood. The program provides supervised, paid work experience and with hands-on training for a base corps of over 110 disconnected youth per year. Local work venues include environmental restoration; parks and trails maintenance; low-income home building; low-income qualified home-energy weatherization retrofitting; wildland fire mitigation; and river restoration work.
- Designed and operate a city-wide **Workforce Innovation Program**, an apprenticeship program that serves to support the local business sector and economy while training and mentoring young adults into the local workforce. Over 550 apprentices and youth in employment have been placed in local businesses in the past nine years.
- Awarded four rounds of U.S. Department of Labor Employment and Training Department multi-year YouthBuild contracts, the most recent award in February 2019, bringing over 3.3 million dollars into the organization to benefit youth and the larger community of Santa Fe. **YouthWorks Santa Fe YouthBuild** has trained and educated sixty opportunity youth per grant cycle for post-secondary, career and employment pathways. The program executes classroom instruction toward GED completion and hands-on construction trades certification while building low income, affordable housing, as well as the addition of the culinary arts/hospitality career training track. To date, 105 youth have completed this exclusive training program, with 62 more scheduled to participate, with the achievement of an 89% successful job placement and or higher education placement rate, a 90% multiple grade level increase rate coupled with an 100% non-recidivism rate.
- Developed and oversee a daily facility-based **Alternative Education/GED Training Program** assisting up to 55 high-risk "disconnected" youth per week, reaching over 300 youth and young adults per year.

- Provided oversight for contracts with Santa Fe Public Schools for delivery and implementation of evidenced-based **Prevention Programming** in over 1000 fourth, fifth and sixth-grade classes per year for six years; Facilitated school-based programs for crisis intervention, resiliency-building interventions, student suspension programs, mediation and counseling programs including training, technical assistance and evaluation.
- Founded a social enterprise, **YouthWorks Culinary and Catering Program**, that utilizes youth and young adult trainees to prepare contracted after school meals for over 1,000 low income children per day, averaging 1500 meals per day to address local hunger, poverty, health as well as job training needs. The catering arm of this program has developed into a social enterprise, that earns program income by offering competitive for-hire catering services while training and employing young people in the culinary/hospitality careers to meet local labor market demand.
- Directs YouthWorks contractual **Juvenile Justice** services with a full-range of case management assistance, academics, family engagement and life skills activities to serve system-involved youth via community-based alternatives to detention programming, now serving 120 youth per year.
- Consult with local economic development entities, the City and businesses to address high-need business sectors through workforce development initiatives and youth and young adult training.
- Ongoing responsibilities include the design and execution of partnerships and collaborative projects including but not limited to: community and nonprofit agencies; funders, local colleges, City and County agencies and officials, State officials and agencies such as NM Children Youth and Families Department, and the Federal Department of Labor and national coalitions and membership associations.
- Interacts successfully with YouthWorks diverse Board of Directors, Advisory Board Members, fourteen full-time staff, four part-time staff, professional contractors, volunteers and hundreds of youth and young adult clients.

Executive Director, Life Center for Youth and Adults - Santa Fe, NM, March 1999 to April 2001

Special Events Coordinator/Grant Writer, Challenge New Mexico - Santa Fe, NM, Oct. 1997 to March 1999

Human Resources Manager/Administrative Coordinator, Challenge New Mexico - Santa Fe, NM, June 1995 to October 1997

Education

Master Degree in Marriage, Family Child Therapy, Phillips Graduate Institute - Los Angeles, CA, September 1991 to May 1993

Bachelor of Arts in International Relations, Boston University - Boston, MA, September 1987 to December 1989

Japanese History, Culture Studies and Language, Sophia University - Tokyo, Japan, August 1986 to July 1987

Liberal Arts Studies

Occidental College - Pasadena, CA, August 1984 to June 1986

Other

- Licensed by the State of New Mexico, 1995, Licensed Professional Counselor #2029
- Participating Executive Committee Team Member, 2018-present, for the Santa Fe Housing Action Coalition, a twenty member coalition working to address city and county housing ordinances and policies that prohibit the creation and development of much-needed housing options in Santa Fe.

- Consulting Member, New Mexico Child Welfare Study and Recommendation Group, an advisory group formed to advise best-practices for the Michelle Lujan Grisham Gubernatorial Campaign, 2017-2018.
- Presenter/Consultant-Community Survey to Assess disconnected youth resiliency and risk factors, Reconnecting Youth Survey to ascertain equity, health and housing interventions and solutions to address youth homelessness, based on findings from a sample of 457 youth, 2016-present
- Board Member- GLOBAL Girls Leading Our World, a Santa Ana, CA based international-serving nonprofit. 2014-present.
- Board Member-The Simon Charitable Foundation, Santa Fe, NM, 2011-present
- New Mexico contingent Invitee, National Governors Association Conference on At-Risk Youth, 2010
- Presenter, Environmental Protection Agency, Green Collar Jobs for the Green Economy, 2009
- Guest Speaker, Closing Plenary, National Hispanic Caucus, Washington DC, 2009
- Consulting member, Santa Fe Regional Juvenile Justice Board 2002-2012
- Graduate, Leadership Santa Fe, 2008
- Co-Chair, Santa Fe Public Schools K-8 Task Force, 2001-2008
- Design Team Member, SFPS Regional Career and Technical Training Center, 2007-2009
- Advisory Board Member, Santa Fe Public Schools La Madera Alternative School, 2004-2006
- Santa Fe Youth Providers Coalition Steering Committee member, 1997-2005
- Santa Fe Public Schools "ECHO" Academic Remediation Committee Member, 1997-2002
- Santa Fe Juvenile Justice Truancy Policy Advisory Committee member 2001-2003
- New Mexico Children's Foundation Board Member 2000-2002
- Santa Fe Public Schools Student Wellness Dept. Steering Committee member 1999-2017
- Member, Santa Fe Prevention Alliance, 2012-present
- Grant-Writer and Advisory Committee member for The Las Trampas Institute, Santa Fe, NM 1996-2009
- Santa Fe Public Schools Tobacco/Substance Abuse Policy Advisory Committee member, 2000-2017
- Member, Santa Fe Opiate Safe Coalition, 2012-present
- Member, YouthBuild USA, National Directors Association, Boston, MA, 2010-present
- Member, The Corps Network, Washington DC, 2015-present
- Advisory Board member for Maternal and Child Health Centers/SFe Teen Health Centers, 1997-1999
- Chair, Teen Health Center Community Outreach Committee, 1998-1999
- Member American Counseling Association, 2001-2016

Jay Richard Hennicke

(973)294-8948

jayhennicke@yahoo.com

Work Experience:

Director of Operations

Santa Fe Youthworks

September 2019- Current

Project Management:

- Youth Conservation Corps Meadow Restoration, Fire Management, and Farm Support.
 - YouthBuild USA Education and Vocational Training
 - ReUnity Farm: Crop Management and Composting
 - Mayor's Youth Advisory Board consists of two YouthWorks clients who represent youth and young adults to inform the mayor on policies and events
 - ICAST environmental updating of apartment units
 - EOYF: Expanding Opportunity for Young Families
- Contact: Melynn Schuyler (505)989-1855
<melynn@santafeyouthworks.org>

Professor of English and Philosophy

Atlantic Cape Community College

August 2010- December 2013/ August 2017- Current

- Taught in-person, online, and distance learning classes
- Advised the Mindfulness Club

Contact: Denise-Marie Coulter (609)343-4961

<dcoulter@atlantic.edu>

Professor of English

Cumberland Community College

August 2017- May 2019

Contact: Dr. James Piccone (856)691-8600

<jpiccone@cccnj.edu>

Education Coordinator

Youthworks, Santa Fe

September 2014- July 2016

- Facilitated the classroom for YouthWorks program participants and walk-ins
- Organized and implemented special projects and field trips

Contact: Melynn Schuyler (505)989-1855

<melynn@santafeyouthworks.org>

Professor of English and Philosophy

Ocean County College

September 2010- June 2014

- Taught in-person and online
- Faculty advisor to the Literary Club
- Member of the Global Education Committee

Contact: Henry Jackson(732)255-0400 ext. 2190

<hjackson@ocean.edu>

Professor of English and Literature

Burlington County College

August 2011- December 2013

Contact: Lara Glazer (609)894-9311 ext. 2444

<lglazer@bcc.edu>

Professor of English

Kean University

August 2011- December 2011

Contact: Charles Nelson (908)737-5326
<cnelson@kean.edu>

Professor of Composition I and II/Mathematics Lab Assistant
Passaic County Community College
September 2008- June 2009
Contact: Linda Bakian (973)684-5757
<lbakian@pccc.edu>

Professor of English I and II
Raritan Valley Community College- Somerville, New Jersey
January 2006-May 2008
Contact: Christine Pipitone-Herron (908)526-1200 ext. 8499
<cpipiton@raritanval.edu>

Professor of Basic Writing and English II
Warren County Community College
September 2007-May 2008
Contact: Brian Bradford (908)835-4020
<Bradford@warren.edu>

Professor of English I
Sussex County Community College- Newton, New Jersey
August 2004-December 2004
Contact: Cheryl Reagan (973)300-2257

Professor of English I
County College of Morris- Randolph, New Jersey
August 2004-December 2004
Contact: Janet Eber (973)328-5450
<jeber@ccm.edu>

Assistant Director of Education- Tutor
Huntington Learning Center (River Edge, Wayne)
January 2001- January 2006
Contact: Sara Ahrens (201)261-8400 ext. 479

Composition/English Tutor
Ramapo College of New Jersey- Division of Basic Studies (Now the Center for Academic Success)
March 2000-May 2001
Contact: Rosetta Geller (201)684-7500 ext. 7561
<rgeller@ramapo.edu>

Education:

Sussex County Community College- Newton, New Jersey
A.A. in Liberal Arts- 1999
Dean's list in Spring 1999
GPA= 3.64

Ramapo College of New Jersey- Mahwah, New Jersey
B.A. in Literature- 2001
Minor in Philosophy
Graduated Cum Laude
President of the Poetry club in Spring of 2001
GPA= 3.505

St. John's College- Annapolis, Maryland
M.A. in Liberal Arts (Western Classics)- 2004

Member of St. John's writing circle
GPA= 3.53

St. John's College- Santa Fe, New Mexico
M.A. in Eastern Classics- 2015
Master's Thesis on the Lotus Sutra
GPA=3.150

California Institute of Integral Studies- San Francisco, California
Ph.D. in Asian Philosophies and Culture (Buddhist Studies)-
Completed 18 credits in 2016-2017. (Currently on a leave of absence)
GPA= 3.90

Test Scores/ Credentials:

- SAT (1996): Critical Reading- 570 Mathematics- 650
- GRE General Test (2001): Verbal- 520 Quantitative- 680 Analytical- 680
- GRE General Test (2012): Verbal Reasoning- 161 (86%ile) Analytical Writing- 4.5 (73%ile)
- Quantitative Reasoning- 165 (92%ile)
- Gre Subject Test- Literature in English- 490
- Praxis- English Lang. Lit. Comp. and Content Knowledge- 184

Skills/Activities:

- Faculty Advisor to the Raritan Valley Literary Club
- Faculty Advisor to the OCC Literary Club
- Blackboard
- Webadvisor
- Starfish
- Member of International Society of Poets
- Member of the St John's Alumni New York Chapter
- Member of the Soka Gakkai International Nichiren Buddhist Organization






Binder1

Final Audit Report

2020-05-13

Created:	2020-05-13
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAATn6JuPCtfgZtWJYgSGmN_ApmmgLIN-K1

"Binder1" History

-  Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-05-13 - 8:54:16 PM GMT- IP address: 63.232.20.2
-  Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2020-05-13 - 9:08:03 PM GMT
-  Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2020-05-13 - 10:04:42 PM GMT- IP address: 67.0.228.199
-  Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2020-05-13 - 10:04:58 PM GMT - Time Source: server- IP address: 67.0.228.199
-  Signed document emailed to Marcos Martinez (mdmartinez@santafenm.gov) and Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-05-13 - 10:04:58 PM GMT



Adobe Sign



YOUTINC-03

BMARTINEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/3/2019

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PRODUCER License # 0757776 HUB International Insurance Services (NMX) 518 8th Street Las Vegas, NM 87701	CONTACT NAME: PHONE (A/C, No, Ext): (505) 425-9325 FAX (A/C, No): (866) 538-1594 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : Selective INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
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COVERAGES

CERTIFICATE NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			01542000	7/2/2019	7/2/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			01542000	7/2/2019	7/2/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			01542000	7/2/2019	7/2/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Commercial Property			01542000	7/2/2019	7/2/2020	
A	Professional Liab.			01542000	7/2/2019	7/2/2020	1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909

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AUTHORIZED REPRESENTATIVE



City of Santa Fe
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: YOUTH WORKS

DBA: YOUTH WORKS

Business Location: 1504 CERRILLOS RD
SANTA FE, NM 87501

Owner: GORDON BETANCOURT

License Number: 222597

Issued Date: December 30, 2019

Expiration Date: December 31, 2020



License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: \$35.00

YOUTH WORKS
1000 CORDOVA PL
SANTA FE, NM 87505

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OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: YouthWorks, Inc.

Procurement Title: Youth Worker Training Program for Stormwater Improvement Projects

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☐ _____

Exempt ☐ Request For Proposal (RFP) ☒ Invitation To Bid (ITB) ☐ Contract under 60K ☒ Contract over 60K ☐

Department Requesting Public Works Department Staff Name Zoe R. Isaacson

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	RFP
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Evaluation Committee Report
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bib Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quotes (3 valid current quotes)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All documentation presented to Committees
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other: Fiscal Impact Form

Zoe R. Isaacson River and Watershed Project Administrator 05/13/2020

Department Rep Printed Name (attesting that all information included) Title Date

Fran Dunaway 05/13/20
Fran Dunaway (AUG 3, 2020 08:19 MDT)

Purchasing Officer (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3201910

Contractor: YouthWorks, Inc.

Description: **PSA to provide the City of Santa Fe (Public Works Dept.) assistance with the Youth Worker Training Program. YouthWorks will recruit, hire, and train workers (16-24 yrs. old) to implement small-scale stormwater improvement projects.**

Contract ☒ Agreement ☐ Lease / Rent ☐ Amendment ☐

Term Start Date: July 1, 2020 Term End Date: June 30, 2024

☐ Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

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:** _____

Shanley, 08/15/20
For Outaway (AUG 13, 2020 08:19 MDT)

Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: _____

4. **Funding Source:** _____ **Org / Object:** 2310411.510310

Alexis Lotero
Alexis Lotero (Jul 31, 2020 16:30 MDT)

Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Zoe R. Isaacson Phone # 505.955.6853

Email: zrisaacson@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

City of Santa Fe
Purchasing Division
Confidential until Final Award

RFP Evaluation Committee Report

Date: May 5, 2020

TO: Fran Dunaway, CPO, Purchasing Officer Fran Dunaway, CPO

FROM: Melissa A. McDonald, RLA, River and Watershed Manager *MAM*
John Romero

VIA: John J. Romero, PE, Acting Public Works Department Director

SUBJECT: **Evaluation Committee Report: RFP No. '20/32/P
Youth Worker Training Program**

On March 31, 2020, the City advertised a request for proposals (RFP #' 20/32/P) for the Youth Worker Training Program. The City has begun a concerted effort to restore the river as an integral and attractive feature within the community while providing educational and outreach opportunities to the public. It is because of these efforts that the City requires services to develop, within our community's youth, a greater understanding of the watershed's functions, maintenance, and restoration processes to help cultivate environmental stewardship and water conservation in future generations.

To achieve these goals, contracted needs may include: managing youth workers to perform river and watershed clean-up, conduct restoration activities, implement minor stormwater improvement projects, and participate in skilled workforce development. In addition, this program supports other departments such as the Parks Department, Streets and Drainage Maintenance Division, Community Services Department, and Water Division by keeping corridors clear of debris, litter, and floatables and supports the Water Conservation program through complimentary education efforts.

The evaluation committee consisted of three (3) members of City of Santa Fe staff - two (2) individuals from the Public Works Department and one (1) from the Parks Department. On April 30, 2020 the City received one (1) RFP submittal.

The evaluation committee met on May 5, 2020 to review the submittal using the criteria included in the Request for Proposal (RFP). YouthWorks, Inc. was the sole respondent to the RFP. The RFP met all publication requirements and was widely distributed in the community. YouthWorks is willing accommodate any delays in contract approval caused by the pandemic. Therefore, YouthWorks agrees to a 120 day, or longer, expiration date of all costs associated within their proposal.

This report details the evaluation components, their respective percent of overall score and the average total score for the proposal based on a maximum total point value of 800 per evaluator. The final total score, after taking an average of individual total scores, is as follows:

OFFEROR	TOTAL SCORE	RANK
YouthWorks, Inc.	693	1

EVALUATION COMMITTEE DELIBERATIONS

The committee objectively applied the following criteria to the proponent:

- Project management approach
- Experience, training, and qualifications
- Past performance
- Knowledge of local conditions/Current Capacity

Project Management Approach

(20% of score)

YouthWorks presented a project management approach that relies heavily on the past seventeen years' experience operating river and environmental restoration crews. The proposal gave an insightful overview of the non-profit's organizational structure and hierarchy. However, some evaluators felt that the Program Management Approach section was broad, lacking specific examples of their management approach and failed to give a clear picture of how they assign a field supervisor. The committee discussed the YouthWorks mission to support at-risk youth by providing workforce development and field experience, but was left wondering how the non-profit plans to manage projects in the field and how it maintains order and accountability within the crew.

Experience, Training, and Qualifications

(20% of Score)

The YouthWorks proposal identified three key staff members, and one "Field Supervisor" to be determined. The listed professionals have a minimum of three years' experience (the organization itself having served the City for 19 years, while maintaining the founder as Executive Director) managing youth training programs and projects. The team's coordinators have extensive experience training, educating and working with at-risk youth. The project managers also have well-rounded public sector experience. The organization's existing community connections and partnerships will help to leverage city funds. The evaluation committee discussed the lack of experience of the project team leader with the YouthWorks organization; although having over 20 years' experience in the educational field, the committee felt this experience was not the same as running a field crew of disconnected youth.

Past Performance

(20% of score)

Under YouthWorks current leadership and structure, the program has grown and expanded. The organization has been successful in recruiting youth, cultivating leadership from within the crew, and developing skilled work experience. YouthWorks has managed river restoration crews for the City for over 15 years and has successfully completed a variety of river restoration projects for the community.

Knowledge of Local Conditions

(20% of score)

The YouthWorks proposal outlines work the non-profit has performed with City, forming a strong working relationship with the Public Works Department. The proposal does an excellent job of describing past work, understanding of local conditions and a sensitivity to project specific needs. YouthWorks has a 19-year history working with the Public Works Department on various projects within the community, working hand-in-hand with City Staff to design and implement projects related to all matters of the river and watershed. YouthWorks provided a clear and concise knowledge of our local community.

COMMITTEE RECOMMENDATION

The committee deliberated and reached consensus that the YouthWorks proposal clearly demonstrated their ability to meet the City's needs. It further recommends that the organization be awarded a contract for the project management of the Youth Worker Training Program.

As a member of the evaluation committee for **RFP No. '20/32/P Youth Worker Training Program, I** concur with the scoring and summary stated in this report:

Richard Thompson

Committee member- 1, Richard Thompson

Melissa McDonald

Committee member -2, Melissa McDonald

Zoe Isaacson

Committee member -3, Zoe Isaacson

Signature: *Zoe Isaacson*
Zoe Isaacson (May 15, 2020)

Email: zrisaacson@santafenm.gov

Signature: *RCJ*

Email: rcthompson@santafenm.gov

Signature: *John Romero*
John Romero (May 18, 2020)

Email: jjromero1@santafenm.gov

Signature: *Fran Dunaway*
Fran Dunaway, CPO (May 18, 2020)

Email: fadunaway@santafenm.gov












YouthWorks Evaluation Memo

Final Audit Report

2020-05-18

Created:	2020-05-15
By:	Melissa McDonald (mamcdonald@ci.santa-fe.nm.us)
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Transaction ID:	CBJCHBCAABAAIkAwdwzseeBeTnu-gZ9xVSrXmZYnBs57

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2020-05-18 - 3:18:08 PM GMT



Adobe Sign

Signature:

Email:

Signature: 
Xavier Vigil (Aug 13, 2020 09:30 MDT)

Email: xivigil@santafenm.gov











CM Revised Youthworks packet PW - unsigned

Final Audit Report

2020-08-13

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