

ITEM #23-0133

Item# 23-0011
Munis Contract#3202770

**CITY OF SANTA FE
AMENDMENT No. 1 TO
THE RECOVERY FUNDS SUBRECIPIENT CONTRACT BETWEEN
THE CITY OF SANTA FE AND THE SANTA FE PUBLIC SCHOOLS
FOR WORK-BASED LEARNING PROGRAM
ITEM#23-0011**

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE CONTRACT dated January 11, 2023 (the "Agreement"), between the City of Santa Fe (the "City") and Santa Fe Public Schools. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

WHEREAS, the City, as a recipient of a State and Local Fiscal Recovery Funds (SLFRF) ALN 21.027 award, has substantial discretion to use the award funds in the ways that best suit the needs of the City if such use fits into one of the following four statutory categories:

1. To respond to the COVID-19 public health emergency or its negative economic impacts;
2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the recipient that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
3. For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID-19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency; or
4. To make necessary investments in water, sewer, or broadband infrastructure;

WHEREAS this Contract falls within the first statutory category;

- A. Under the terms of the Agreement, Contractor has agreed to provide the
- B. Pursuant to Article 7 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree

as follows:

- Exhibit "A" is amended to read as follows:

COSF: Santa Fe WBL Project	Scope of Work	2022-23	2023-24	Budget Breakdown/year
Bucket 1: SFPS Juniors/Seniors - Paid Internships	Screen, Select, & Place 60 SFPS Junior and Senior high school student interns in Santa Fe, NM high-value industries	\$127,400	\$218,400	60 Students (*) \$14/hour @ 260 hours (annual)
Bucket 2: 4 SFPS Mentors (Internship Teachers)	Internship Teacher Team at SFHS, CHS, ECO, DSA: Provide Employability Skills "Bootcamp" Training to intern cohort, including - Resume Building, Interview Skills, & Soft Skills. Weekly progress monitoring with interns during internship.	\$18,667	\$32,000	4 Mentors (*) .14 FTE Position Based on Teacher Level Rate of Pay (annual)
Bucket 3: 1 Work-Based Learning (WBL) Specialist	Professional Support Staff: Develop and Implement - Student and Supervisor (Mentor) friendly online platforms; Internship Site Visits; other administrative duties as assigned	\$58,333	\$100,000	1 Professional Staff Salary + Benefits (annual)
	SUM	\$204,400	\$350,400	
SFPS: Partners				
Bucket 4: Business Outreach	Provide Business Connections & Warm Introductions: Engage, collaborate w/ WBL Coordinator, and pitch WBL program to 20+ business partners	\$30,000	\$0	1 Professional Staff Salary + Benefits (annual)
Bucket 5: Dropout Recovery Paid Internships	Recruit Students Ages 16-21 who have dropped out of school or referred by the SFPS District; Provide Group Internships through Earthcare	\$78,400	\$134,400	40 Students (*) \$14/hour at 240 hours (annual)
	SUM	\$108,400	\$134,400	
	Grand Total	\$312,800	\$484,800	

Contract as of the date set forth below.

2. Exhibit "B" is amended to read as follows:

COSF: Santa Fe WBL Project	Performance Measurements
Bucket 1: SPFS Juniors/Seniors - Paid Internships	80% internship success rate; e.g., 48 out of 60 interns will complete internship.
Bucket 2: 4 SFPS Mentors (Internship Teachers)	95% mentorship success rate; e.g., all mentors will complete internship roles and responsibilities.
Bucket 3: 1 Work-Based Learning (WBL) Specialist	1st year: Social Media Platforms 100+ followers. Website Analytics: 100+ viewers/users. Newsletter: 100+ Subscribers.
SFPS: Partners	
Bucket 4: Business Outreach	Deliver no fewer than 20 new business partners.
Bucket 5: Dropout Recovery Paid Internships	60% internship/graduation success rate; e.g. 24 out of 40 interns will complete internship and graduate.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

AWM

ALAN WEBBER, MAYOR

DATE: Apr 3, 2023

ATTEST:

Kristine Bustos Mihelcic

KRISTINE BUSTOS MIHELICIC, CITY CLERK *KB*
GB MTG 03/29/2023

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Feb 27, 2023 08:16 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

Emily K. Oster (Apr 3, 2023 12:47 MDT)

EMILY OSTER, FINANCE DIRECTOR

Org. Name/Org.#

SFPS:



PETER MCWAIN, EXECUTIVE DIRECTOR FOR C&I

DATE: 02-23-23

CRS: N/A

Registration: N/A



City of Santa Fe, New Mexico

Memorandum



DATE: February 27, 2023

TO: Governing Body
Finance Committee
Quality of Life Committee
Economic Development and Advisory Committee
Public Works & Utilities Committee

FROM: Jason Grinage, Economic Development Specialist 
JG

CC: Rich Brown, Community Development Director 
Johanna Nelson, Director, Office of Economic Development 
JN

ITEM AND ISSUE:

Amendment(s) to the American Rescue Plan Act (ARPA) Recover Funds Subrecipient Contract with Santa Fe Public Schools for work-based learning and paid internship programs under the US Treasury Guidelines: *1.11 Community Violence Intervention and 2.10 Assistance to Unemployed or Underemployed Workers* – to respond to the COVID-19 public health emergency or its negative economic impacts. Rich Brown, rdbrown@santafenm.gov, (505) 955-6625 and Julie Sanchez, jsanchez@santafenm.gov (505) 955-6678, Jason Grinage, jxgrinage@santafenm.gov, (505)-955-6840)

BACKGROUND AND SUMMARY:

The City of Santa Fe is a recipient of a State and Local Fiscal Recovery Funds (SLFRF) award. The Office of Economic Development in partnership with the Youth and Family Services Division is administering \$797,600 of American Rescue Plan Act (ARPA) funding for, mentorship and job training, \$639,267 is being allocated from Economic Development to the Santa Fe Public Schools toward the operation of a work-based learning, paid internship program geared towards public high school juniors, seniors, recent graduates, and unemployed graduates. The Youth and Family Services Division is contributing approximately \$158,333 to support students who are at high risk for initiating violence.

In partnership with the Santa Fe Public Schools, the City will create a Youth Corps jobs training and workforce development program. The Youth Corps is a professional development, paid internship programs for youth interested in arts-based, trades and diversified industries leadership opportunities. Interested rising high school juniors, seniors and recent graduates living in the Santa Fe will be eligible to apply. The Youth Corps workforce development program strives to provide Santa Fe's youth a safe and meaningful opportunity to develop their skills, build a professional network, and prepare for the future.

The ARPA funds will provide the funding required for the school's operations and services, including business outreach, student mentoring, soft and life skills training, student internship placement, paid internships, measurement and required impact reports for a period from November 2022 through June 30, 2024.

CONTRACT NUMBER:

The FY20 Munis contract number is 3203770.

PROJECT LEDGER:

The project ledger number is ECD222400C and COM222400G.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Community Development Fund/ 240

Munis Org Name/Number: Economic Development Programs/2402800

Munis Object Name/Number: Grants and Services/510340

Total: \$639,267

And

Fund Name/Number: Human Services Fund/ 240

Munis Org Name/Number: Health and Human Services/2400122

Munis Object Name/Number: Grants and Services/510340

Total: \$158,333

ACTION REQUESTED:

The Office of Economic Development and Community Health and Safety Department respectfully requests your review and approval of the amendments to the CONTRACT. 1. Federal Title "ALN 21.027" added into the first sentence of RECITALS immediately after "(SLFRF)." 2. The naming convention of Exhibits A and B in the CONTRACT are to read as follows "Santa Fe WBL Project."



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3203770

Contractor: Santa Fe Public School

Description: Amendment to Contract between the City of Santa Fe and Santa Fe Public Schools for Work-Based Learning Program

Contract Agreement Lease / Rent Amendment

Term Start Date: 11/01/2022 Term End Date: 06/30/2024

Approved by Council Date: _____

Contract / Lease: Amendment to the American Rescue Plan Act (ARPA) w/SFPS for WBL programs

Amendment # 1 to the Original Contract / Lease # 3203770

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

Amendment is for: Add 1. Federal Title to Recital, 2. Change title for both Exhibits A. and B.

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

Original Contract required title(s) update.

3. **Procurement History:** _____

 Mar 2, 2023
Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: 13-1-98 #A

4. **Funding Source:** Fund 240 **Org / Object:** 2402800/510340-2400122/510400

Andy Hopkins Mar 3, 2023
Andy Hopkins (Mar 3, 2023 09:29 MST) _____ Date: _____

Budget Officer Approval: _____
Comment & Exceptions: ARPA Ledger Codes: COM222400G/ECD222400C/ECD222400D

Staff Contact who completed this form: Jason Grinage Phone # 505-819-1856

Email: jxgrinage@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

ITT Representative (attesting that all information is reviewed) _____ Title _____ Date _____



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Santa Fe Public Schools

Procurement Title: Santa Fe WBL Project

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 Office of Economic Development Staff Name Jason Grinage

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 type="checkbox"/>	<input checked="" type="checkbox"/>	RFP
<input type="checkbox"/>	<input checked="" 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 checked="" type="checkbox"/>	<input 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 type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" type="checkbox"/>	All documentation presented to Committees
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____

Jason Grinage Department of Economic Development Specialist 02/27/2023

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

 Contracts Supervisor Mar 2, 2023

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.

*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/8/2022

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

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

PRODUCER Poms & Associates Insurance Brokers CA License #0814733 5700 Canoga Avenue Woodland Hills, CA 91367	CONTACT NAME: Risk Services PHONE (A/C, No, Ext): (800) 578-8802 FAX (A/C, No): (818)449-9449
	E-MAIL ADDRESS: rservices@pomsassoc.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : New Mexico Public Schools Insurance Authority	NAIC # N/A
INSURER B : Safety National	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
 New Mexico Public Schools Insurance Authority
 Member: Santa Fe Public Schools
 4110 Old Taos Highway
 Santa Fe, NM 87501


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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY		MOC NO L0025	07/01/2022	07/01/2023	EACH OCCURRENCE \$ Tort Limit
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Owners Contractors Protective Liability					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Tort Limit
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					MED EXP (Any one person) \$ Tort Limit
						PERSONAL & ADV INJURY \$ Tort Limit
						GENERAL AGGREGATE \$ Tort Limit
						PRODUCTS - COMP/OP AGG \$ Tort Limit
						Maximum Liability \$ 1,050,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per person)
						BODILY INJURY (Per accident)
						PROPERTY DAMAGE (Per accident)
						Maximum Liability
	UMBRELLA LIAB					EACH OCCURRENCE
	EXCESS LIAB					AGGREGATE
	DED RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / N <input type="checkbox"/> N / A				E.L. EACH ACCIDENT
						E.L. DISEASE - EA EMPLOYEE
						E.L. DISEASE - POLICY LIMIT
						Each Occurrence
						Maximum Liability

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

See attached New Mexico Tort Claims Act Section 41-4-19: Maximum Liability Summary. Cert Holder is additional insured if required by written contract. General Liability Retention=\$750K.

CERTIFICATE HOLDER	CANCELLATION
City of Santa Fe, Youth & Family Services PO Box 909 Santa Fe, NM 87504	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 

Item# 23-0011
Munis Contract# 3203770

**RECOVERY FUNDS SUBRECIPIENT
CONTRACT BETWEEN CITY OF SANTA FE AND THE SANTA FE PUBLIC
SCHOOLS FOR WORK-BASED LEARNING PROGRAM**

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

RECITALS

WHEREAS, the City, as a recipient of a State and Local Fiscal Recovery Funds (SLFRF) award, has substantial discretion to use the award funds in the ways that best suit the needs of the City if such use fits into one of the following four statutory categories:

1. To respond to the COVID-19 public health emergency or its negative economic impacts;
2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the recipient that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
3. For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID-19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency; or
4. To make necessary investments in water, sewer, or broadband infrastructure;

WHEREAS this Contract falls within the first statutory category;

WHEREAS, recipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds, Coronavirus State and Local Fiscal Recovery Funds Compliance and Reporting Guidance are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable;

WHEREAS, the Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate; and

WHEREAS, Subrecipients under the SLFRF program are entities that receive a subaward from a recipient to carry out the purposes (program or project) of the SLFRF award on behalf of the recipient.

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. The Agreement Administrator is the person selected by the City as the contact for this agreement.

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

D. "Subrecipient" means an entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. 2 C.F.R. § 200.1

E. "You" and "your" refers to the Santa Fe Public Schools. "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 work as outlined in Exhibit A, attached hereto and incorporated herein by reference.

B. Performance measures as outlined in Exhibit B.

C. The attached performance measurements are preliminary and are an estimated goal. The Agreement Administrator and Contractor will re-evaluate and agree upon performance measurements, on a quarterly basis to align realistic measures for the following year.

D. The Contractor will recruit and offer all Work-Based Learning internship opportunities to students that are interested in the internship program as categorized in the demographic distribution below.

- a. Students with one or more disabilities**
- b. Low-Income Students**
- c. English Learners**
- d. Migratory Students**
- e. Students Experiencing Homelessness**
- f. American Indian/Alaska Native**

- g. Black or African American
- h. Hispanic/Latino
- i. White
- j. Two or more races or mixed races

E. The City agrees to provide summer and/or school year internships to SFPS students, based on current capacity needs.

i. The Partner agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. § 1232g; 34 CFR Part 99.

ii. **CRIMINAL BACKGROUND CHECK.**

For any individual providing services pursuant to the City's explicit or implicit direction or permission, the City shall make one of the following warranties, in compliance with Megan's law and §22-10A-5 NMSA 1978 of the School Personnel Act.

1. By this signature _____
SHALL WARRANT that such individuals will not have unsupervised access to students; OR
2. By this signature _____
SHALL WARRANT that the individual who will have unsupervised access to students has no felony convictions and is not a registered sex offender, as verified by the Partner's:
 - a. Performance of an internet search on the individual; and
 - b. Completion of a federally recognized fingerprint and background check on the individual no more than five (5) years prior to, and no later than the first business day of, commencement of services under this Agreement.

F. The Santa Fe Public Schools understands that this contract represents a subaward of SLFRF funds, agrees to maintain records to satisfy all compliance requirements for use of SLFRF, and agrees to all reporting requirements for expenditures of SLFRF funds.

3. **Compensation**

Compensation Schedule. The City shall pay to the Contractor based upon fixed prices for each Deliverable, per the schedule outlined in Exhibit A, less retainage, if any, as identified in paragraph D of this Clause.

[For an hourly-rate based contract use the following language:]

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of \$312,800 from November 2022 to June 2023, then \$484,800 in the years July 2023 to June 2024 (see Exhibit A for breakdown) and then such compensation not to exceed (\$312,800 by June 2023 and \$484,800 by June 2024), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling

(\$312,800 from November 2022 to June 2023, then \$484,800 in the years July 2023 to June 2024) shall be paid by the City to the Contractor. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$797,600 from November 2022 to June 2024). All payments under this Agreement are subject to the following provisions.

B. B. Due to the nature of the Contractor's startup costs to implement the program, i.e., paid internships, business outreach, and mentorships, the City will fund the Contractor an advance of \$134,057.16 once the agreement is executed by both Parties and a Purchase Order is generated. Furthermore, the remaining funds shall be paid in fixed amounts of \$44,685.71 per month (for the first year) upon acceptance of each Deliverable's progress summary, backup of activity, and detailed payment invoice. The following fiscal year shall be paid in fixed amounts of \$40,400 per month. See Exhibit A for breakdown. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices **MUST BE** received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date **WILL NOT BE PAID**.

C. Payment Schedule.

1. November 1, 2022: \$134,057.16
2. March 1, 2023: \$44,685.71
3. April 1, 2023: \$44,685.71
4. May 1, 2023: \$44,685.71
5. June 1, 2023: \$44,685.71
6. July 1, 2023: \$40,400
7. August 1, 2023: \$40,400
8. September 1, 2023: \$40,400
9. October 1, 2023: \$40,400
10. November 1, 2023: \$40,400
11. December 1, 2023: \$40,400
12. January 1, 2024: \$40,400
13. February 1, 2024: \$40,400
14. March 1, 2024: \$40,400
15. April 1, 2024: \$40,400
16. May 1, 2024: \$40,400
17. June 1, 2024: \$40,400

D. Performance Bond. -Not Applicable. The Parties agree there is no Performance Bond.

E. The Contractor may use SLFRF funds to cover eligible costs incurred during the period that begins on November 1, 2022, and ends on December 31, 2024, if the award funds for

the obligations incurred by December 31, 2024 are expended by December 31, 2026. Costs for projects incurred by the subrecipient prior to March 3, 2021, are not eligible, as provided for in Treasury's final rule. Any funds not obligated or expended for eligible uses by the timelines above must be returned to Treasury, including any unobligated or unexpended funds that have been provided to subrecipients and contractors as part of the award closeout process pursuant to 2 C.F.R. 200.344(d).

4. **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 on December 31, 2026 In no event will the term exceed the duration allowed by statute, NMSA 1978, § 13-1-150.

5. **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.

6. **Termination**

A. **Grounds.** The City may terminate this Agreement for convenience or cause, and agrees to pay for work that has already been performed and provide sufficient funds to pay interns for the remainder of the school year if adequate funds have been allocated to the City. 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 breaches a of this agreement; ; (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 16, "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.**

7. Amendment

A. This Agreement shall not be altered, changed or amended except by instrument in writing, pursuant to Paragraph. 2C, or as otherwise amended 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.

8. 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.

9. 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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **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.

15. **Records and Audit**

During the term of this Agreement and for five 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.

16. 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.

That the terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City and the Federal Government for the performance of this Agreement. If, for any reason, sufficient appropriations and authorizations are not made, the Agreement shall terminate upon written notice being given to the Contractor by the District. Such termination shall not result in any claim for damages by the Contractor. The District's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

17. 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.

18. 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 or as provided by law.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe and Santa Fe Public Schools 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 Parties and their "respective 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.

25. **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, § 38-3-2. 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.

26. **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.

27. **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.

28. 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.

29. 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.

30. 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. 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.

C. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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:

Rich Brown, Director – Community Development
500 Market Street, 2nd Floor
Santa Fe, NM 87501
Mobile: 505. 955-6625

To the Contractor:

Hilario (Larry, Jr.) Chavez, Superintendent
610 Alta Vista,
Santa Fe, NM 87505
Santa Fe Public Schools
Office: 505. 467-2000

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.



To the Contractor:


Hilario (Larry, Jr.) Chavez, Superintendent
610 Alta Vista,
Santa Fe, NM 87505
Santa Fe Public Schools
Office: 505. 467-2000

35. 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.

APPROVED BY: 	
PETER MCWAIN, EXECUTIVE DIRECTOR CURRICULUM & INSTRUCTION	10/25/2020 DATE
 VANESSA ROMERO, DEPUTY SUPERINTENDENT OF TEACHING & LEARNING	10/25/2020 DATE

<u>JOSH GRANATA, GENERAL COUNSEL</u>	<u>DATE</u>
<u> ROBERT L. MARTINEZ II, CHIEF FINANCIAL OFFICER</u>	<u>10/31/2022</u> DATE
<u>HILARIO "LARRY" CHAVEZ, SUPERINTENDENT OF SCHOOLS</u>	<u>10/31/22</u> DATE

CITY OF SANTA FE:



MAYOR ALAN WEBBER

DATE: Jan 14, 2023

ATTEST:



KRISTINE BUSTOS MIHELICIC, CITY CLERK
GB MTG 01/11/2023

CITY ATTORNEY'S OFFICE:



Marcos Martinez (Nov 10, 2022 16:13 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



Emily K. Oster (Jan 14, 2023 08:18 MST)

EMILY OSTER, FINANCE DIRECTOR

2400122/510340 (\$158,333) AH

2402850/510340 (\$639,267) AH

Org.Name/Org.Number

**RECOVERY FUNDS SUBRECIPIENT
 CONTRACT BETWEEN CITY OF SANTA FE AND THE SANTA FE PUBLIC
 SCHOOLS FOR WORK-BASED LEARNING PROGRAM
 EXHIBIT A: SCOPE OF WORK**

1-19-23
 Rev

COSF: OED Work-based Learning ARPA Funding Project	Scope of Work	2022-23	2023-24	Budget Breakdown/year
Bucket 1: SFPS Juniors/Seniors - Paid Internships	Screen, Select, & Place 60 SFPS Junior and Senior high school student interns in Santa Fe, NM high-value industries	\$127,400	\$218,400	60 Students (*) \$14/hour @ 280 hours (annual)
Bucket 2: 4 SFPS Mentors (Internship Teachers)	Internship Teacher Team at SFHS, CHS, ECO, DSA: Provide Employability Skills "Bootcamp" Training to intern cohort, including - Resumes Building, Interview Skills, & Soft Skills. Weekly progress monitoring with interns during internship.	\$18,667	\$32,000	4 Mentors (*) .14 FTE Position Based on Teacher Level Rate of Pay (annual)
Bucket 3: 1 Work-Based Learning (WBL) Specialist	Professional Support Staff: Develop and Implement - Student and Supervisor (Mentor) friendly online platforms; Internship Site Visits; other administrative duties as assigned	\$58,333	\$100,000	1 Professional Staff Salary + Benefits (annual)
	SUM	\$204,400	\$350,400	
SFPS: Partners				
Bucket 4: Business Outreach	Provide Business Connections & Warm Introductions: Engage, collaborate w/ WBL Coordinator, and pitch WBL program to 20+ business partners	\$30,000	\$0	1 Professional Staff Salary + Benefits (annual)
Bucket 6: Dropout Recovery Paid Internships	Recruit Students Ages 16-21 who have dropped out of school or referred by the SFPS District; Provide Group Internships through Earthcare	\$78,400	\$134,400	40 Students (*) \$14/hour at 240 hours (annual)
	SUM	\$108,400	\$134,400	
	Grand Total	\$312,800	\$484,800	

**RECOVERY FUNDS SUBRECIPIENT
 CONTRACT BETWEEN CITY OF SANTA FE AND THE SANTA FE PUBLIC
 SCHOOLS FOR WORK-BASED LEARNING PROGRAM
 EXHIBIT B – PERFORMANCE MEASUREMENTS**

COSF: OED Work-based Learning ARPA Funding Project	Performance Measurements
Bucket 1: SPFS Juniors/Seniors - Paid Internships	80% internship success rate; e.g., 48 out of 60 interns will complete internship.
Bucket 2: 4 SFPS Mentors (Internship Teachers)	95% mentorship success rate; e.g., all mentors will complete internship roles and responsibilities.
Bucket 3: 1 Work-Based Learning (WBL) Specialist	1st year: Social Media Platforms 100+ followers. Website Analytics: 100+ viewers/users. Newsletter: 100+ Subscribers.
SFPS: Partners	
Bucket 4: Business Outreach	Deliver no fewer than 20 new business partners.
Bucket 5: Dropout Recovery Paid Internships	60% internship/graduation success rate; e.g. 24 out of 40 interns will complete internship and graduate.



City of Santa Fe, New Mexico

Memorandum



DATE: February 27, 2023

TO: Andy Hopkins, Budget Officer

FROM: Jason Grinage, ED Specialist

Via: Johanna Nelson, Director Office of Economic Development
Rich Brown, Director, Community Development

CC: Cheryl James, Grant Manager - Finance

JN
JN

ITEM AND ISSUE:

Request for Approval of FY23 Budget Adjustment Resolution (BAR) in the amount of \$389,267.00 to transfer funds from Project Ledger ECD222400C to Project Ledger ECD222400D to supplement full support of the City of Santa Fe Work Based Learning Program using funds from the American Rescue Plan Act (ARPA) Grant through June 30, 2024. The original budget in the ORG/OBJ 2402800/510340 Project Ledger ECD222400D was for **\$250,000.00**. (ECD222400C budget will be adjusted to \$810,733.00 through this BAR.)

BACKGROUND AND SUMMARY:

The City of Santa Fe is a recipient of a State and Local Fiscal Recovery Funds (SLFRF) award. The Office of Economic Development in partnership with the Youth and Family Services Division is administering \$797,600 of American Rescue Plan Act (ARPA) funding for, mentorship and job training. Of this total, \$639,267 is being allocated from the Office of Economic Development (ORG/OBJ: 2402800.510340) to the Santa Fe Public Schools toward the operation of a work-based learning, paid internship program geared towards public high school juniors, seniors, recent graduates, and unemployed graduates. The Youth and Family Services Division (ORG/OBJ: 2400122.510340) is contributing approximately \$158,333 to support students who are at high-risk for initiating violence.

In partnership with the Santa Fe Public Schools, the City will create a Santa Fe Youth Corps (SFYC) jobs training and workforce development program. The Santa Fe Youth Corps is a professional development, paid internship program for youths interested in arts-based trades and diversified industries leadership opportunities. Interested high school juniors, seniors and recent graduates living in Santa Fe will be eligible to apply. The SFYC workforce development program strives to provide Santa Fe's youth a safe and meaningful opportunity to develop their skills, build a professional network, and prepare for the future.

The ARPA resources will provide the funding required for the school's operations and services, including business outreach, student mentoring, soft and life skills training, student internship placement, paid internships, measurement and required impact reports for a period from November 2022 through June 30, 2024.

ACTION REQUESTED:

The Office of Economic Development respectfully requests your review and approval.

CONTRACT NUMBER:

The FY23 Munis contract number is 3203770.

PROJECT LEDGER:

The project ledger number is ECD222400C/ECD222400D and COM222400G.

FUNDING SOURCES:

The funding source is:

Fund Name/Number: Community Development Fund/240

Munis Org Name/Number: Economic Development Programs/2402800

Munis Object Name/Number: Grants and Services/510340

Total: \$639,267

And

Fund Name/Number: Human Services Fund/ 240

Munis Org Name/Number: Health and Human Services/2400122

Munis Object Name/Number: Grants and Services/510340

Total: \$158,333

Log # {Finance use <u>only</u> }:	
Journal # {Finance use <u>only</u> }:	

City of Santa Fe, New Mexico BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME Community Development Department - Economic Development Division	DATE 2/28/2023
--	-------------------

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				<i>{enter as <u>positive</u> #}</i>	<i>{enter as <u>negative</u> #}</i>
CD Grant (ARPA SFPS Work Base Learning Program)	2402800	510340	ECD222400D	389,267	
CD Grant (ARPA SFPS Work Base Learning Program)	2402800	510340	ECD222400C		(389,267)

REVENUES				<i>{enter as <u>negative</u> #}</i>	<i>{enter as <u>positive</u> #}</i>
CD Grant (ARPA SFPS Work Base Learning Program)	2402800	490615	ECD222400C		389,267
CD Grant (ARPA SFPS Work Base Learning Program)	2402800	490615	ECD222400D	(389,267)	

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

\$ - \$ -

Transfer of ARPA funds \$389,267 from FY22 to FY23 Project Ledger ECDD222400C to Project Ledger ECDD222400D

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
	Fund Balance
Fund(s) Affected	Increase/(Decrease)
TOTAL:	0

Loretta Olguin	2/28/2023	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	Andy Hopkins	Mar 3, 2023
Prepared By <i>{print name}</i>	Date	CITY COUNCIL APPROVAL	Budget Officer	Date
<u>Johanna Nelson</u>	Mar 1, 2023		<u>Emily K. Oster</u>	Mar 7, 2023
Division Director Signature <i>{optional}</i>	Date	City Council Approval Date	Finance Director <i>{≤ \$5,000}</i>	Date
<u>Richard Brown</u>	Mar 2, 2023	Agenda Item #:	<u>John Blair</u>	Mar 8, 2023
Department Director Signature	Date		City Manager <i>{≤ \$60,000}</i>	Date

Signature: Jason Grinage
Jason Grinage (Mar 2, 2023 15:48 MST)

Email: jxgrinage@santafenm.gov

Signature: Johanna nelson
Johanna nelson (Mar 2, 2023 15:51 MST)

Email: jcnelson@santafenm.gov












Amendment Packet SFPS 3.2.2023


Final Audit Report

2023-03-09


Created:	2023-03-02
By:	Loretta Olguin (loluquin@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZjL5k6_83gGLXrSvAXp8wpag8VSiM6um

"Amendment Packet SFPS 3.2.2023" History


-  Document created by Loretta Olguin (loluquin@ci.santa-fe.nm.us)
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-  Document emailed to Jason Grinage (jxgrinage@santafenm.gov) for signature
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-  Signer jcnelson@santafenm.gov entered name at signing as Johanna nelson
2023-03-02 - 10:51:20 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Johanna nelson (jcnelson@santafenm.gov)
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Signature Date: 2023-03-03 - 4:29:14 PM GMT - Time Source: server- IP address: 63.232.20.2

 Document emailed to ekoster@santafenm.gov for signature

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2023-03-06 - 3:51:22 AM GMT- IP address: 174.205.106.106

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2023-03-07 - 1:08:25 AM GMT- IP address: 104.47.65.254

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2023-03-08 - 0:30:55 AM GMT- IP address: 104.47.65.254

 Signer ekoster@santafenm.gov entered name at signing as Emily K. Oster

2023-03-08 - 0:32:59 AM GMT- IP address: 63.232.20.2

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