



City of Santa Fe, New Mexico

Memorandum



DATE: October 30, 2023

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

VIA: John Blair, City Manager
Emily Oster, Finance Department Director
Travis Dutton-Leyda, Chief Procurement Officer
Rich Brown, Community and Economic Development Department Director
Johanna Nelson, Office of Economic Development Director
Kyra Ochoa, Community Health and Safety Department Director
Maria Sanchez-Tucker, Community Services Department Director

FROM: Casey Dalbor, Business Growth Manager
Sophie Andar, Youth and Family Services Program Manager

CJD
CJD

MT
MT

KO
KO

SA

ITEM AND ISSUE:

Request for the Approval of a Third Amendment to the American Rescue Plan Act (ARPA) Work-Based Learning to Reflect the City of Santa Fe Living Wage Ordinance and to reallocate of \$153,800.00 of Project Budget from Bucket 5: Dropout Recovery Internships to Bucket 1: Youth/Senior Internships, Increasing the Number of Student Interns Paid through Bucket 1. (Casey Dalbor, cjdalbor@santafenm.gov, 505.955.6912; Sophie Andar, sxandar@santafenm.gov, 505.690.3855).

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 \$797,600.00 of ARPA funds for mentorship and job training to support high school students, including those who are at high risk for violence. APRA funds are supporting the participating schools' Work-Based Learning Program operations and services, including business outreach, mentorship, soft and life skills training, internship placement, paid internships, measurement, and required reporting.

Effective March 1, 2023, the City of Santa Fe Living Wage Ordinance requires employers to pay employees a minimum hourly wage of \$14.03 per hour. Exhibit A. of the City of Santa Fe contract with the Santa Fe Public Schools Work-Based Learning program requires an amendment to reflect interns' \$14.03 hourly wage. Also, strong program success to date has increased the demand for internships among eligible juniors and seniors, creating a need to make more funds available to employ more student interns.

PROCUREMENT METHOD:

City of Santa Fe follows the New Mexico Procurement Code (NMPC) and the City of Santa Fe Procurement Manual (COSPM).

NMPC, NMSA, 1978 13-1-98 & COSPM, Item VI. Exemptions from the Procurement Code.

1. *Procurement of items of tangible personal property of services by the City from a state agency, a local public body or external procurement until except as otherwise provided in NMSA 1978, §13-1-135 to §13-1-137.*

CONTRACT NUMBER:

The FY23 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: \$639,267.00

And

Fund Name/Number: Human Services Fund/240

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

Munis Object Name/Number: Grants and Services/510400

Total: \$158,333.00

ACTION REQUESTED:

The Office of Economic Development and Community Health and Safety Department respectfully request your review and approval.



City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3203770 Procurement # (RFP/ITB# If any): _____

Contractor: Santa Fe Public Schools Work Based Learning Program

Procurement Method: Small Purchase RFP ITB Sole Source GSA Cooperative Exempt

Description/Title: Amendment to reflect the City of Santa Fe Living Wage Ordinance and reallocate \$153,800.00

Contract: Agreement: Lease/Rent: Amendment:

Term Start Date: 11/01/2022 Term End Date: 06/30/2024 Total Contract Amount: \$797,600.00

Approved by Council (If over the City Manager's approval threshold, you must go through GB) _____

Contract / Lease: Professional Service Contract

1.b Amendment #: 3 to the Original Contract/Lease # 3203770

Increase/(Decrease) Amount \$: \$0

Extend Expiration Date to: _____

Approved by Council (If the original went through GB, all amendments must go through GB regardless of the amendment reason) Date: _____

Amendment is for: Reallocate \$153,800.00 of project bucket from bucket 5: Dropout Recovery Internship

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

Amendment 1: Amendment to Contract between the City of Santa Fe and Santa Fe Public Schools for Work-Based Learning Programs.

Amendment 2: Delete Payment segmentation over months and Years.

3. Procurement History: _____

[Signature] Nov 15, 2023
Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: _____

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

Andy Hopkins Nov 6, 2023
Andy Hopkins (Nov 6, 2023 14:37:14ST) _____
Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

5. Grant History (if applicable): _____

Grants Administrator Approval: Cheryl James Date Nov 20, 2023
Cheryl James (Nov 20, 2023 15:05:11ST) _____

Staff Contact who Completed This Form: _____ Phone #: _____

To be recorded by City Clerk: _____ Email: _____

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 Work-Based Learning

Procurement/contract Title: The Recovery Funds Subrecipient Contract Between The City of Santa Fe and The Santa Fe Public Schools for Work-Based Learning Program

Procurement Method: Sole Source State Price Agreement/Existing Cooperative

Request For Proposals(RFP) Invitation To Bid (ITB) Exempt: 13-1-98

Small Purchase (Contract Under \$60,000) Other: Amendment

Requesting Department: Community Health and Safety **Staff Name:** Justin Gonzales

Procurement Requirements:

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING

YES	N/A		YES	N/A	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Written Determination (srvs)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quote(s) (3 Valid & Current for Over 20k)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP (include ECR)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB (include bid tab)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance (srvs)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, scope page, and items to be purchased)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (srvs)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contract (only on contracts)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Current Business Registration (always)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report (RFPs only)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)			

Sophie Andar
Department Point of Contact

Kyra Ochoa
Department Director

Chief Procurement Officer

ITT Representative

CoSF

Project Manager 10/31/2023
Title Date

10/31/2023
Date

Nov 15, 2023
Date

Title Date

**CITY OF SANTA FE
AMENDMENT No. 3 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. 3 (the "Amendment") amends the RECOVERY FUNDS SUBRECIPIENT CONTRACT BETWEEN THE CITY OF SANTA FE AND THE SANTA FE PUBLIC SCHOOLS FOR WORK-BASED LEARNING PROGRAM dated January 14, 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 the recipient's eligible workers of who are performing such essential work, or by providing grants to eligible employers eligible workers who perform essential work;
3. To provide government services, to the extent such recipient's revenue is reduced 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; and

WHEREAS this Agreement falls within the first statutory category:

A. Under the terms of the Agreement, Contractor has agreed to recruit and offer Work-Based Learning internship opportunities to diverse students.

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:

1. Scope of Work

Article 2 of the Agreement is amended as follows:

A. Exhibit A referenced therein is amended to reflect the City of Santa Fe Living Wage Ordinance, mandating a minimum wage of \$14.03 per hour.

B. Exhibit A: Scope of Work is amended to reflect a reallocation of \$153,800.00 from Bucket 5 to Bucket 1, increasing the number of student interns paid through Bucket 1.

Exhibit A shall be amended so that it reads as follows:

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


COSF: Santa Fe WBL Project	Scope of Work	2022-2024	Budget Breakdown
Bucket 1: SFPS Juniors/Seniors Paid Internships	Screen, Select, & Place SFPS Junior and Senior high school student interns in Santa Fe, NM high-value industries	\$499,600.00	80+ Students (*) \$14.03/hour @ 260 hours
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.	\$50,667.00	4 Mentors(*) .14 FTE Position Based on Teacher Level Rate of Pay
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	\$158,333.00	1 Professional Staff Salary+ Benefits
	SUM	708,600.00	
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	1 Professional Staff Salary+ Benefits
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	\$59,000	20 Students(*) \$14.03/hour at 240 hours
	SUM	\$89,000.00	
	Grand Total	797,600.00	

2. 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.

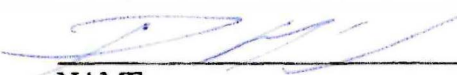
IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:


Alan Webber (Jan 25, 2024 20:31 MST)
ALAN WEBBER, MAYOR

DATE: Jan 25, 2024

CONTRACTOR:
SANTA FE PUBLIC SCHOOLS


NAME

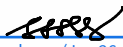
Executive Director
TITLE

DATE: 1-18-24

CRS# _____

Registration # _____

ATTEST:


GERALYN CARDENAS (Jan 26, 2024 09:28 MST)
GERALYN CARDENAS, INTERIM CITY CLERK
GB MTG 12/13/2023 *XIV*

CITY ATTORNEY'S OFFICE:


Rebecca Minuk-Heirmann (Oct 16, 2023 14:26 MST)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Nov 22, 2023 17:14 MST)
EMILY OSTER, FINANCE DIRECTOR

2400122.510400 (\$158,333)

2402800.510340 (\$639,267)

Org. Name/Org.#

Item #23-0482

Munis Contract #~~3202770~~

**CITY OF SANTA FE
AMENDMENT No. 2 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. 2 (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 recruit and offer Work-Based Learning internship opportunities to diverse students.

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:

1. COMPENSATION.

Article 3, Section A and B, of the Agreement is amended to delete the segmentation of payments by months and years and eliminate the provision of an advanced payment amount, so that Article 3, Section A and B, under Compensation reads in its entirety as follows below; in addition, due to changes in Section A and B, Article 3, Section C, is removed in its entirety:

A. The City Shall Pay the Contractor in full payment for services satisfactorily performed from contract start to June 2024 (see Exhibit A for breakdown) in an amount not to exceed \$797,600.00, including gross receipts tax. The New Mexico gross receipts tax levied on the amount payable under this agreement 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 \$797,600.00. All payments under this Agreement are subject to the following provisions.

B. 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.

1) Exhibit A shall be outlined as follows:

**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**

COSF: Santa Fe WBL Project	Scope of Work	2022-2024	Budget Breakdown
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	\$345,800	60 Students (*) \$14/hour @ 260 hours
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.	\$50,667	4 Mentors(*) .14-FTE Position Based on Teacher Level Rate of Pay
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	\$158,333	1 Professional Staff Salary+ Benefits
	SUM	\$554,800	
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	1 Professional Staff Salary+ Benefits
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	\$212,800	40 Students(*) \$14/hour at 240 hours
	SUM	\$242,800	
	Grand Total	797,600	

2. 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. 2 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:
SANTA FE PUBLIC SCHOOLS

Alan Webber (Jul 31, 2023 20:05 MDT)

ALAN WEBBER, MAYOR

DATE: Jul 31, 2023

[Signature]
NAME

Executive Director CFI
TITLE

DATE: 05-26-23

CRS#

Registration # _____

ATTEST:

Kristine Bustos Mihelcic
KRISTINE BUSTOS MIHELICIC, CITY CLERK XIV
GB MTG 07/26/2023

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (No 18, 2023 14:32 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Jul 31, 2023 18:46 MDT)
EMILY OSTER, FINANCE DIRECTOR

2400122.510400 (\$158,333)
2402800.510340 (\$639,267) Att



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/1/2022

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

Penn & Associates Insurance Brokers
CA License #0614733
4790 Garaga Avenue
Woodland Hills, CA 91367

NAME: Risk Services	PHONE: (818) 448-8448
PHONE: (800) 678-8882	FAX: (818) 448-8448
EMAIL: risk@riskins.com	
INSURER(S) AFFORDING COVERAGE	
INSURER A: New Mexico Public Schools Insurance Authority	NAIC # 26A
INSURER B: Safety National	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

New Mexico Public Schools Insurance Authority
Number: Santa Fe Public Schools
4119 Old Town Highway
Santa Fe, NM 87504

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.

TYPE OF COVERAGE	DESCRIPTION (C/O)	POLICY NUMBER	START DATE (MM/DD/YYYY)	END DATE (MM/DD/YYYY)	LIMITS
COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> A - Owners Contractors Protective Liability GEN'L AGGREGATE LIMIT APPLIED PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS Hired AUTOS SCHEDULED AUTOS NON-OWNED AUTOS UMBRELLA LIAB EXCESS LIAB OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICEMEMBER EXCLUDED (Mandatory in NM) YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> DESCRIPTION OF OPERATIONS below		MOC NO L0025	07/01/2022	07/31/2023	EACH OCCURRENCE \$ Tort Limit DAMAGE TO RENTED PREMISES (Per occurrence) \$ Tort Limit MED EXP (Per Occurrence) \$ Tort Limit PERSONAL & ADV INJURY \$ Tort Limit GENERAL AGGREGATE \$ Tort Limit PRODUCTS - COMP/OP AGG \$ Tort Limit Maximum Liability \$ 1,000,000 BODILY INJURY (Per person) \$ Tort Limit BODILY INJURY (Per accident) \$ Tort Limit PROPERTY DAMAGE (Per occurrence) \$ Tort Limit Maximum Liability \$ 1,000,000 EACH OCCURRENCE AGGREGATE \$ Tort Limit E.L. CREASE - POLICY LIMIT \$ Tort Limit E.L. CREASE - EMPLOYEE \$ Tort Limit E.L. CREASE - CONTRACTOR \$ Tort Limit E.L. CREASE - OTHER \$ Tort Limit E.L. CREASE - POLICY LIMIT \$ Tort Limit E.L. CREASE - EMPLOYEE \$ Tort Limit E.L. CREASE - CONTRACTOR \$ Tort Limit E.L. CREASE - OTHER \$ Tort Limit 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

City of Santa Fe, Youth & Family Services
Box 908
Santa Fe, NM 87504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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:

1. Exhibit "A" is amended to read as follows:

COSE: 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	

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:



ALAN WEBBER, MAYOR

DATE: Apr 3, 2023

ATTEST:



KRISTINE BUSTOS MIHELIC, CITY CLERK 
CR 216 (3/29/22)

CITY ATTORNEY'S OFFICE:



Marcos Martinez Feb 21, 2023 (2-16 M57)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



Emily K. Oster Apr 3, 2023 12:47 (M57)

EMILY OSTER, FINANCE DIRECTOR

Org. Name/Org.#

SFP:


TER 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 *RB*
 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, jgrinage@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:**

AG

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 Nov 2, 2023 09:28AM EST

Budget Officer Approval:

Date:

Comment & Exceptions **ARPA Ledger Codes: COM222400G/ECD222400C/ECO222400D**

Staff Contact who completed this form: **Jason Grinege**

Phone # **505-819-1856**

Email: **jgrinege@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 Grina

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 Grina	Department of Economic Development	Specialist	02 27 2023
	Contracts Supervisor		Mar 2, 2023

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

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.

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. Migrant 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 race

B. The City agrees to provide summer and/or school year instruction to SIFPS students, based on current capacity needs.

1. 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 warrants, in compliance with Missouri's law and §22-104-5 MRSB 1978 of the School Personnel Act.

1. By this signature
SHALL WARRANT that such individuals will not have unpermitted access to students; OR
2. By this signature
SHALL WARRANT that the individual who will have unpermitted 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 background 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 requires a statement of SIFPS funds, agrees to maintain records to satisfy all compliance requirements for use of SIFPS, and agrees to all reporting requirements for expenditures of SIFPS 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 rebates, 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 substantially performed at the rate of \$312,500 from November 2022 to June 2023, then \$44,000 in the years July 2023 to June 2024 (see Exhibit A for breakdown) and then such compensation not to exceed \$312,000 by June 2023 and \$44,000 by June 2024, excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling

(\$312,500 from November 2022 to June 2023, then \$400,000 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 \$797,500 from November 2022 to June 2024. All payments under this Agreement are subject to the following provision:

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 13-1-138 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 SIFRP 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 capped by December 31, 2026. Cash for projects incurred by the subcontractor 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 threshold above must be returned to Treasury, including any unobligated or unexpended funds that have been provided to subcontractors and contractors as part of the award disbursement process pursuant to 2 C.F.R. 200.344(d).

4. Termination

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. The 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, N.M.S.A. 1978, § 13-1-150.

5. Defeat 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, fire, flood, epidemic, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors 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 schedule. 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 agree to pay for work that has already been performed and provide sufficient funds to pay herein 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 unexcused, 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 (ii) the City's material breaches of this Agreement upon which the termination is based and (iii) state what the

City must do to ensure such a result. If however, Contractor's act does of intention shall only be effective (f) If the City does not issue all material for the work within the thirty (30) day notice period or (f) in the case of material for the work that cannot be issued within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to issue and begin with due diligence to ensure the material for the

3) Notwithstanding to the contrary, this Agreement may be terminated immediately upon written notice to the Contractor (f) If the Contractor breaches a of this agreement (f) If during the term of this Agreement, the Contractor is suspended or delisted by the City or (g) the Agreement is terminated pursuant to Paragraph 16, "Assignment", or the 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 the 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 activities under the provisions 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 INTENDED TO LIMIT OR WAIVE THE CONTRACTOR'S LIABILITY FOR NEGLIGENCE AND NEGLIGENCE CAUSED BY THE CONTRACTOR'S NEGLIGENCE OR NEGLIGENCE AGREEMENT.**

7. Amendment

A. This Agreement shall not be altered, changed or amended except by instrument in writing, pursuant to Paragraph 20, or as otherwise provided by the parties hereto and all other required signatures.

B. If the City proposes an amendment to the Agreement to substantially reduce funding due to budget or other reasons, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the terms hereof provided as set forth in Paragraph 7 hereof, or to proceed to the reduced funding.

8. Status of Contractor

The Contractor, and Contractor's agents and employees, are independent Contractor 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 taxes associated herewith are personally responsible by the Contractor for income tax purposes, including without limitation self-employment tax and business license tax. The Contractor agrees not to attempt to plead 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 claim 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 certifies the Contractor has not, either directly or indirectly, entered into an agreement 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 amendments.

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; Mergers

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 written or 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, impose 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. NMBA 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 NMBA 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 materials 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 services; 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 a policy 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 San Francisco as its insured, 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 those 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. Impracticability 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. Disclaimer 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:

**Rick Brown, Director - Community Development
300 Market Street, 2nd Floor
Santa Fe, NM 87501
Mobile: 505. 935-6625**

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	<u>10/25/2022</u> DATE
 VANESSA ROMERO, DEPUTY SUPERINTENDENT OF TEACHING & LEARNING	<u>10/25/2022</u> DATE

<u>JOSE GRANATA, GENERAL COUNSEL</u>	DATE
<u>ROBERT L. MARTINEZ, CHIEF FINANCIAL OFFICER</u>	10/2 DATE
<u>HILARIO LARRY CHAVEZ, SUPERINTENDENT OF SCHOOLS</u>	10/21/22 DATE

CITY OF SANTA FE:
Alan
MAYOR ALAN WEBBER
DATE: Jan 14, 2023

ATTEST:
Kristine Bustos Mihelcic
KRISTINE BUSTOS MIHELICIC, CITY CLERK
CS MFG 01/11/2023

CITY ATTORNEY'S OFFICE:
Miguel Martinez
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:
Emily K. Oster
Emily K. Oster (Jan 14, 2023 08:19 MST)
EMILY OSTER, FINANCE DIRECTOR
2408227510340 (515.233) AN
2402850510340 (505.267)
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**

City of Santa Fe Work-based Learning ARPA Funding Project	Scope of Work	2022-23	2023-24	Budget Breakdown by Cost
Bucket 1: SPPS Juniors/Seniors - Paid Internships	Screen, Select, & Place 60 SPPS Junior and Senior High school student interns in Santa Fe, NM high-growth industries	\$127,400	\$216,400	60 Students (*) \$14/hour @ 200 hours (annual)
Bucket 2: 4 SPPS Members (Draftship Teachers)	Internship Teacher Team at SPPS, CHS, ECO, DGA: Provide Employability Skills "Bootcamp" Training to Intern cohort, including - Resumes Building, Interview Skills, & Soft Skills. Weekly progress monitoring with interns during internship.	\$46,667	\$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) Mentally online platform; Internship Site Visit; other administrative duties as assigned	\$50,333	\$100,000	1 Professional Staff Salary + Benefits (annual)
SPPS: Partners		\$204,400	\$350,400	
Bucket 4: Business Outreach	Provide Business Connections & Warm Introduction: Engage, establish w/ WBL Coordinator, and pitch WBL program to 20+ business partners	\$50,000	\$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 SPPS District: Provide Group Internships through Earthcare	\$78,400	\$134,400	48 Students (*) \$14/hour @ 280 hours (annual)
	SUM	\$108,400	\$134,400	
	Grand Total	\$372,800	\$480,800	

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

COSE: OED Work-based Learning ARPA Funding Project	Performance Measurements
Bucket 1: 4: BPPS Juniors/Seniors - Field Internships	80% Internship success rate; e.g., 45 out of 60 interns will complete internship;
Bucket 2: 4 BPPS Mentors (Internship Teachers)	95% mentorship success rate; e.g. all mentors will complete their mentorship roles and receive a follow-up
Bucket 3: 1 Work-Based Learning Specialist	1st year: Social Media Platforms 100+ followers Website Analytics: 100+ viewers/visitors Newsletter: 100+ Subscribers.
BPPS: Partners	
Bucket 4: Business Outreach	Deliver no fewer than 20 new business partners
Bucket 5: Dropout Recovery Field Internships	80% Internship/graduation success rate; e.g. 24 out of 40 interns will complete internship and graduate.

City of New Mexico
New Mexico
memo

Date: November 15, 2022
To: JoAnn Lovato, Acting Purchasing Officer
From: Julie Sanchez, Youth and Family Services Division
Subject: Exemption Determination Request, 13-1-98 #A

The Community Health and Safety Department respectfully request exempt determination to be approved by the City's Acting Purchasing Office, JoAnn Lovato, for the following scope of work (SOW):

1. **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 8.
 - 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 1 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.**

H. 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.

City of Santa Fe follows the New Mexico State Procurement Code (NMPC) & City of Santa Fe Procurement Manual (COSPM).

NMPC, NMSA, 1978 13-1-98 & COSPM, Item VI. Exemption: from the Procurement Code.

13-1-98-A NMPC/ #1 COSPM
Provide language of exemption cited

- 1. Procurement of items of tangible personal property of services by the City from a state agency, a local public body or external procurement until except as otherwise provided in NMSA 1978, §13-1-135 to §13-1-137.**

Amount: \$ 797,600.00.

Term: 11/2022 through 06/30/2024

Approved Exemption

JoAnn Lovato

JoAnn Lovato, Acting Purchasing Office



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 Schools

Description:

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: Professional Service Contract

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 listing all amendments)

3. **Procurement History:**

Sedona Leasing

Purchasing Officer Review

Nov 18, 2022

Date

Contract & Description: 13-1-98 # A Exemption approved

4. **Pending Source:** Fund 240

Andra Hamilton

Budget Officer Approval

Org / Object: 2402800/510340-2400122/510400

Nov 16, 2022

Date

Comments & Exceptions: ARPA Ledger Codes: COM222400G / ECD222400C

Staff Contact who completed this form: Melissa Perea

Phone #: (505) 966-6626

Email: maperea@santafenm.gov

To be recorded by City Clerk

Clerk # _____

Date of Execution _____

If Revisions are being tracked all amendments reviewed

PK

Date



City of Santa Fe, New Mexico

Memorandum



DATE: June 1, 2023

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

VIA: John Blair, City Manager
 Emily Oster, Finance Department Director
 Travis Dutton-Leyda, Chief Procurement Officer
 Rich Brown, Community and Economic Development Director
 Johanna Nelson, Office of Economic Development Director
 Kyra Ochoa, Community Health and Safety Director
 Julie Sanchez, Youth and Family Services Division Director

FROM: Jason Grinage, Economic Development Specialist
 Sophie Andar, Youth and Family Services Program Manager

ITEM AND ISSUE:

Request for the Approval of Amendment No. 2 Item #23-0011 with Santa Fe Public Schools for the American Rescue Plan Act (ARPA) Work-Based Learning Contract to Delete Current Payment Segmentation Over Months and Years (Jason Grinage, jxgrinage@santafenm.gov, 505.955.6840; Sophie Andar, sxandar@santafenm.gov, 505.690.3855).

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 \$797,600.00 of ARPA funds for mentorship and job training to support high school students, including those who are at high risk for violence. Due to a later than anticipated start date, the contract is being amended to eliminate monthly and yearly funding allocations and allow for needed flexibility in the payment schedule. SPFS will invoice for services rendered after contract start date and up until June 2024, for a maximum amount of \$797,600.00

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 paid professional development internship program for youth interested in arts-based, trades and diversified industries leadership opportunities. Interested rising high school juniors, seniors and recent graduates living in Santa Fe are 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 schools' 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 contract start through to June 30, 2024.

PROCUREMENT METHOD:

City of Santa Fe follows the New Mexico Procurement Code (NMPC) and the City of Santa Fe Procurement Manual (COSPM).

NMPC, NMSA, 1978 13-1-98 & COSPM, Item VI. Exemptions from the Procurement Code.

13-1-98 A NMPC/ #1 COSPM

1. *Procurement of items of tangible personal property of services by the City from a state agency, a local public body or external procurement until except as otherwise provided in NMSA 1978, §13-1-135 to §13-1-137.*

CONTRACT NUMBER:

The FY24 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/510400

Total: \$639,267.00

And

Fund Name/Number: Human Services Fund/240

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

Munis Object Name/Number: Grants and Services/510349

Total: \$158,333.00

ACTION REQUESTED:

The Office of Economic Development and Community Health and Safety Department respectfully request your review and approval.

Signature: *Jason Grinage*

Email: jxgrinage@santafenm.gov

Signature: *Kyra Ochoa*

Kyra Ochoa (Jun 1, 2023 11:00 MDT)

Email: krochoa@santafenm.gov

Signature: *Richard Brown*

Email: rdbrown@santafenm.gov

Signature:



Julie Sanchez (Jun 1, 2023 10:53 MDT)

Email: jjsanchez@santafenm.gov

Signature: *Jolana Nelson*

Email: jcnelson@santafenm.gov












WBL A2 Memo 6.1.23

Final Audit Report

2023-06-01


Created:	2023-06-01
By:	Sophie Andar (sxandar@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAARLJMN7v-Fd7x0qLpZnsXL6E9RNxyPB18


"WBL A2 Memo 6.1.23" History

-  Document created by Sophie Andar (sxandar@santafenm.gov)
2023-06-01 - 4:08:36 PM GMT
-  Document emailed to Jason Grinage (jxgrinage@santafenm.gov) for signature
2023-06-01 - 4:10:46 PM GMT
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2023-06-01 - 4:13:45 PM GMT
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-  Document emailed to jjsanchez@santafenm.gov for signature
2023-06-01 - 4:15:28 PM GMT
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-  Signer jjsanchez@santafenm.gov entered name at signing as Julie Sanchez
2023-06-01 - 4:59:55 PM GMT
-  Document e-signed by Julie Sanchez (jjsanchez@santafenm.gov)
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-  Document emailed to krochoa@santafenm.gov for signature
2023-06-01 - 4:59:58 PM GMT
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2023-06-01 - 5:00:22 PM GMT
-  Signer krochoa@santafenm.gov entered name at signing as Kyra Ochoa
2023-06-01 - 5:00:55 PM GMT





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Signature Date: 2023-06-01 - 5:00:57 PM GMT - Time Source: server


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2023-06-01 - 5:00:58 PM GMT


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2023-06-01 - 7:40:05 PM GMT

 Document e-signed by rich brown (rdbrown@santafenm.gov)
Signature Date: 2023-06-01 - 7:48:46 PM GMT - Time Source: server

 Agreement completed.
2023-06-01 - 7:48:46 PM GMT





CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Santa Fe Public Schools

Procurement Title: Amendment #2 to the Recovery of Funds to Contract #3202770 -

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 Community Health & Safety Staff Name Julie Sanchez

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 checked="" type="checkbox"/>	<input 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:

<u>Melissa Perea</u>	<u>Community Health & Safety</u>	<u>Contracts Administrator</u>	<u>06/23/2023</u>
Department Rep Printed Name (attesting that all information included)		Title	Date

<u>Purchasing Officer (attesting that all information is reviewed)</u>	<u>Chief Procurement Officer</u>	<u>Jun 28, 2023</u>
	Title	Date

<u>ITT Representative (attesting that all information is reviewed)</u>		
	Title	Date

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



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 Schools

Description: Amendment #2 to the Recovery of Funds to Contract #3202770

Contract Agreement Lease / Rent Amendment

Term Start Date: when signed Term End Date: 12/31/2026

Approved by Council Date: _____

Contract / Lease: Amendment #2 to the Recovery of Funds to Contract #3202770

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

Amendment is for: Amendment #2 to delete Current Payment Segmentation Over Months & Years

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

Contract #3203770 Item# 23-0011

3. Procurement History:

Purchasing Officer Review. Jun 28, 2023
Date: _____

Comment & Exceptions: 13-1-96 # A

4. Funding Source: Fund 240

Andy Hopkins

www.santafenm.gov/23-10-10073

Budget Officer Approval: _____ Date: _____

Comment & Exceptions: ARPA Ledger Codes: COM222400G / ECD222400C

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

Email: maperea@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution _____

ITT Representative (attesting that all information is reviewed) _____

Title _____

Date _____

Signature: Casey Dalbor
Casey Dalbor (Oct 31, 2023 09:13 MDT)
Email: cjdalbor@santafenm.gov

Signature: 
Krochoa (Oct 31, 2023 11:05 MDT)
Email: krochoa@santafenm.gov

Signature: *Richard Brown*
Email: rdbrown@santafenm.gov

Signature: *Maria Tucker*
Email: metucker@santafenm.gov

Signature: *Johanna Nelson*
Email: jcnelson@santafenm.gov












SFPS WBL A3_CoSF 10.31.23 packet

Final Audit Report

2023-11-20


Created:	2023-11-06
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAaw_sbtbCir5KmldoXlyANXi1Hi_-8dvtQ


"SFPS WBL A3_CoSF 10.31.23 packet" History


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-  Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2023-11-14 - 6:37:59 PM GMT
-  Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2023-11-16 - 1:50:11 AM GMT - Time Source: server



 Document emailed to ekoster@santafenm.gov for signature
2023-11-16 - 1:50:13 AM GMT

 Email viewed by ekoster@santafenm.gov
2023-11-18 - 5:17:41 AM GMT

 Email viewed by ekoster@santafenm.gov
2023-11-20 - 4:41:51 AM GMT

 Document declined by ekoster@santafenm.gov

Decline reason: Hello, please route this packet to Grants Manager Cheryl James for her review and then send it back to me for signature with Cheryl's sign-off. Thank you, Emily

2023-11-20 - 4:42:53 AM GMT













SFPS WBL A3_CoSF 10.31.23 packet (2)

Final Audit Report

2023-11-23

Created:	2023-11-20
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAN2j93z_aPx7-hEo8tMg2IMyVrVMike1Q

"SFPS WBL A3_CoSF 10.31.23 packet (2)" History

-  Document created by Kristy Miera (kamiera@santafenm.gov)
2023-11-20 - 9:19:20 PM GMT
-  Document emailed to cajames@santafenm.gov for signature
2023-11-20 - 9:21:21 PM GMT
-  Email viewed by cajames@santafenm.gov
2023-11-20 - 9:59:59 PM GMT
-  Signer cajames@santafenm.gov entered name at signing as Cheryl James
2023-11-20 - 10:00:14 PM GMT
-  Document e-signed by Cheryl James (cajames@santafenm.gov)
Signature Date: 2023-11-20 - 10:00:16 PM GMT - Time Source: server
-  Document emailed to ekoster@santafenm.gov for signature
2023-11-20 - 10:00:26 PM GMT
-  Email viewed by ekoster@santafenm.gov
2023-11-23 - 0:12:13 AM GMT
-  Signer ekoster@santafenm.gov entered name at signing as Emily K. Oster
2023-11-23 - 0:14:17 AM GMT
-  Document e-signed by Emily K. Oster (ekoster@santafenm.gov)
Signature Date: 2023-11-23 - 0:14:19 AM GMT - Time Source: server
-  Agreement completed.
2023-11-23 - 0:14:19 AM GMT











24-0021 Santa Fe Public Schools

Final Audit Report

2024-01-26

Created:	2024-01-25
By:	Xavier Vigil (xivigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-MMdrO8123eRifCP6ETAqsAA-dURkd_i

"24-0021 Santa Fe Public Schools" History

-  Document created by Xavier Vigil (xivigil@ci.santa-fe.nm.us)
2024-01-25 - 11:16:01 PM GMT- IP address: 63.232.20.2
-  Document emailed to Alan Webber (amwebber@santafenm.gov) for signature
2024-01-25 - 11:16:59 PM GMT
-  Email viewed by Alan Webber (amwebber@santafenm.gov)
2024-01-25 - 11:28:24 PM GMT- IP address: 104.28.85.159
-  Document e-signed by Alan Webber (amwebber@santafenm.gov)
Signature Date: 2024-01-26 - 3:31:03 AM GMT - Time Source: server- IP address: 73.242.139.105
-  Document emailed to Geralyn Cardenas (gfcardenas@santafenm.gov) for signature
2024-01-26 - 3:31:07 AM GMT
-  Email viewed by Geralyn Cardenas (gfcardenas@santafenm.gov)
2024-01-26 - 4:28:38 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Geralyn Cardenas (gfcardenas@santafenm.gov)
Signature Date: 2024-01-26 - 4:28:50 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2024-01-26 - 4:28:50 PM GMT