



City of Santa Fe, New Mexico

Memorandum



DATE: February 21, 2024

TO: Mayor Alan M. Webber and City Council
Finance and Quality of Life Committee

VIA: Emily Oster, Finance Director EKO
Travis Dutton-Leyda, Chief Procurement Officer TL
Maria Tucker-Sanchez, Community Services Department Director MT

FROM: Julie Sanchez, Youth and Family Services Division Director jjs

ITEM AND ISSUE:

Request for Approval of Amendment No. 2 to American Rescue Plan Act (ARPA) Recovery Funds Subrecipient Contract Item #22-0477 with Santa Fe Community College (SFCC) Early Childhood Center of Excellence (ECCOE) to Amend the Compensation Schedule for Early Childcare Job Development Services, the Contract Total Amount of \$900,000 will not change. (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov; 505-955-6673)

BACKGROUND AND SUMMARY:

On October 3, 2022 the City, approved ARPA contract 22-0477 with SFCC-ECCOE for Early Childcare Job Development Services.

Per recommendations from the City of Santa Fe Grants Manager and with approval from SFCC, a request to amend contract 22-0477 was submitted early November to add a budget and compensation schedule as Appendix A.

The Division allocated \$900,000 of its \$5,000,000 in ARPA funds to support increasing the capacity of the early childcare workforce which falls under the first statutory category, to respond to the COVID-19 public health emergency or its negative economic impacts.

The Santa Fe Community College's Early Childcare Center of Excellence is positioned to build and sustain a job development program; the Center has been in existence since 2014, and uses a multi-generation approach to early childhood education and training, by providing affordable and accessible education and professional development opportunities; and has the capacity to work collaboratively in the Santa Fe community to support new workforce development initiatives in early childhood through education and training.

The Santa Fe Community College Early Childhood Pre-Apprenticeship Program (APRENDE) is an opportunity to create an innovative associate-level residency program that builds on the strengths of the workforce as they are working towards certificates and degrees in New Mexico. The professionalization of the early childhood workforce has come slowly as early childhood teachers juggle full time jobs and families while trying to attend school in the evening. For many students, it can take ten years to earn an associate degree. The SFCC ECTAP will bring new teachers to the early childhood profession and honor the work that current teachers are doing by redesigning the early childhood courses to be competency-based through work done in the classroom as apprentices.

In addition, this program will help stabilize the early care and education sector in Santa Fe by creating a workforce pipeline and placing students in teacher assistant and floater positions in Santa Fe area early childhood centers.

- Teachers will work 20-40 hours a week as an apprentice or as a full-time teacher with coursework competencies embedded in the work they do every day with children.
- Coursework will be offered in a hybrid online format with occasional face to face meetings
- Mentor teachers at the site will be trained Early Childhood Mentor Network (ECMN) teachers and will receive a stipend from the mentor network and potential additional compensation and training.
- Sites will pay teachers and apprentices for their work in the classroom and partner with SFCC ECTAP to create teacher schedules to accommodate coursework.
- ECECD Scholarships will support tuition and books for qualified participants.
- 2-year structured cohort program that leads to an accelerated associate degree in early childhood education while students earn certificates along the way.

The program started Fall 2022 and recruits 20-30, Spanish-speaking and English-speaking teacher apprentice candidates.

PROCUREMENT METHOD:

The procurement method is exempt, as the Santa Fe Community College is a governmental institution, the contract expires June 30, 2026, funding covers costs incurred from March.

CONTRACT NUMBER:

The FY24 Munis contract number is 3203606

PROJECT LEDGER:

The project ledger number is COM222400A

FUNDING SOURCE:

The funding source is: *AJH*

Fund Name/Number: Fund 240

Munis Org Name/Number: Human Services/2400122

Munis Object Name/Number: Grants and Services/510400

ACTION REQUESTED:

The Community Health and Safety Department respectfully requests your review and approval of the Recovery Funds Subrecipient Contract with SFCC-ECCOE.

Signature: *Maria Tucker*

Email: metucker@santafenm.gov

Item# 22-04777
Munis Contract# #3203606

**CITY OF SANTA FE
AMENDMENT No. 2 TO
RECOVERY FUNDS SUBRECIPIENT
CONTRACT BETWEEN CITY OF SANTA FE AND SANTA FE COMMUNITY
COLLEGE EARLY CHILDHOOD CENTER OF EXCELLENCE
FOR EARLY CHILDCARE JOB DEVELOPMENT SERVICES
ITEM# 22-0477**

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE RECOVERY FUNDS SUBRECIPIENT CONTRACT, dated October 3, 2022 (the "Agreement"), between the City of Santa Fe (the "City") and Santa Fe Community College – Early Childhood Center of Excellence. (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:

- A. Under the terms of the Agreement, Contractor has agreed to provide an early childhood apprenticeship service to individuals interested in entering the early childhood field.
- 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, under Compensation Schedule of the Agreement is amended to add the following language, so that Article 3, reads in its entirety as follows:

- A. Compensation Schedule. The City shall pay the Contractor quarterly based upon approved expenditures in that quarter and the deliverables outlined in Exhibit A.

B. Exhibit A shall be outlined as follows:

**RECOVERY FUNDS SUBRECIPIENT
 CONTRACT BETWEEN CITY OF SANTA FE AND SANTA FE COMMUNITY
 COLLEGE EARLY CHILDHOOD CENTER OF EXCELLENCE
 FOR EARLY CHILDCARE JOB DEVELOPMENT SERVICES
 EXHIBIT A: COMPENSATION SCHEDULE**

		APRENDE Budget Timeframe: 10/22-12/26
Salary and Wages		
Salary TOTAL	Manager, Admin, Faculty, Coaching, Director	\$238,300
Benefits	Benefits	\$82,000
Salary and Benefits TOTAL	Salary and Benefits	\$326,300
Travel and Conference Registration		
	In and Out of State; Early Childhood Conferences, mileage to sites, per diem, Conferences, Workshops and Webinars for Mentors, Interns, Apprentices and Staff (Ex. NMAEYC, Zero to Three, etc.)	\$15,000
Materials/Supplies		
	Classroom and training supplies, software	\$30,200
Printing/Publications/Marketing		
	recruitment marketing, website, social media	\$5,000
Program Evaluation		
	Sub Contract to UNM Cradle to Career Policy Institute (CCPI) for Program Evaluation	\$60,000
Spanish Interpretation		
	Interpretation and translation English/Spanish; \$125/hour	\$12,000
Training		
	Staff, Faculty, Mentors and Apprentices: (Ex. Co-teaching, technology, early literacy, coaching, assessment, CPR/First Aid)	\$10,000
Equipment/Technology		
	Swivls, tripods, laptop, microphones for classroom video	\$12,000
APRENDE Early Childhood Employer and Mentor Site Support		
	Est. 20 apprentices and 25 pre-apprentices per term	\$158,500
Food and Beverage		
	Food for trainings and workshops	\$9,000
Pre-apprentice and Apprentice Incentives/Stipends		
	Est. 20 apprentices and 20 pre-apprentices per term	\$262,000
TOTAL		\$900,000

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 Agreement as of the dates set forth below.

CITY OF SANTA FE:


Alan Webber (May 9, 2024 11:32 MDT)
ALAN WEBBER, MAYOR

DATE: May 9, 2024

CONTRACTOR:
SECC-ECCOE


DR. BECKY ROWLEY, PRESIDENT
SFCC

DATE: 2-6-24
CRS# 01-197245-00-9

Registration #232866


ATTEST:


CITY CLERK *XIV*
GB MTG 05/08/2024

CITY ATTORNEY'S OFFICE:

 Feb 7, 2024
REBECCA MNUK-HERMANN, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:


EMILY OSTER, FINANCE DIRECTOR
2400122.510400
Org. Name/Org.# *AJH*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/20/2023

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

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

PRODUCER Poms & Associates Insurance Brokers CA License #0814733 5700 Canoga Avenue Woodland Hills, CA 91367	CONTACT NAME: Risk Services	
	PHONE (A/C, No, Ext): (800) 578-8802	FAX (A/C, No): (818)449-9449
	E-MAIL ADDRESS: rservices@pomsassoc.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : New Mexico Public Schools Insurance Authority	NAIC # N/A
INSURED New Mexico Public Schools Insurance Authority Member: Santa Fe Community College 4110 Old Taos Highway Santa Fe, NM 87501	INSURER B : Safety National	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY			MOC NO L0026	07/01/2023	07/01/2024	EACH OCCURRENCE \$ Tort Limit
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Owners Contractors Protective Liability						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Tort Limit
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						MED EXP (Any one person) \$ Tort Limit
							PERSONAL & ADV INJURY \$ Tort Limit
							GENERAL AGGREGATE \$ Tort Limit
							PRODUCTS - COMP/OP AGG \$ Tort Limit
							Maximum Liability \$ 1,050,000
A	AUTOMOBILE LIABILITY			MOC NO. L0026	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ Tort Limit
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per person) \$ Tort Limit
							BODILY INJURY (Per accident) \$ Tort Limit
							PROPERTY DAMAGE (Per accident) \$ Tort Limit
							Maximum Liability \$ 1,050,000
	UMBRELLA LIAB						EACH OCCURRENCE
	EXCESS LIAB						AGGREGATE
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			SP4066664	07/01/2023	07/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A					E.L. EACH ACCIDENT \$1,000,000
							E.L. DISEASE - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000
							Each Occurrence
							Maximum Liability

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

See attached New Mexico Tort Claims Act Section 41-4-19: Maximum Liability Summary. General Liability Retention=\$750K. Auto Liability Retention=\$750K. Work Comp Retention=\$1M.

Evidence of Insurance as respects to Insured's liability arising out of use of Certificate Holder's facilities throughout the school year.

CERTIFICATE HOLDER

CANCELLATION

City of Santa Fe 200 Lincoln Ave. Santa Fe, NM 87504	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY Poms & Associates Insurance Brokers		NAMED INSURED New Mexico Public Schools Insurance Authority	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: _____ FORM TITLE: : Notes

Summary of New Mexico Tort Claims Act Section 41-4-19:
Maximum Liability Governmental entities and agencies, including public schools, public charter schools and community colleges and universities are granted immunity from liability.
Commercial General Liability Products and Completed Operations Professional Liability Contractual Liability
Imposed by New Mexico Tort Claims Act [NMSA 1975 §41-4-1 through 41-4-29]
\$400,000 Bodily Injury Per Person
\$200,000 Property Damage Per Property Address
\$300,000 Medical
\$750,000 Per Occurrence
\$1,050,000 Combined Limit/Maximum Liability



City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: SANTA FE COMMUNITY COLLEGE
DBA: SANTA FE COMMUNITY
COLLEGE

Business Location: 6401 RICHARDS AVE
SANTA FE, NM 87508

Owner: SANTA FE COMMUNITY COLLEGE

License Number: 232866

Issued Date: May 02, 2023

Expiration Date: May 02, 2024

CRS Number: 01197245009

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: \$10.00

SANTA FE COMMUNITY COLLEGE
6401 RICHARDS AVE
SANTA FE, NM 87508

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

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


TO BE POSTED IN A CONSPICUOUS PLACE

City of Santa Fe, New Mexico

memo

Date: June 6, 2022

To: Fran Dunaway, Chief Procurement Officer

From: Kyra Ochoa, Community Health and Safety Department Director 
Julie Sanchez, Youth and Family Services Division Director 

Subject: Exemption Determination Request, NMSA 13-1-98, local public body

Youth and Family Services Division respectfully request exempt determination to be approved by the City's Chief Procurement Officer (CPO), Fran Dunaway, for the following scope of work (SOW) for a professional services agreement (PSA) with the Santa Fe Community College (SFCC):

Using allocated ARPA funds to build and implement a project which will subsidize students who attend SFCC to obtain their credentials in early childcare to provide much needed childcare services in the City of Santa Fe. The approach is to build the pipeline of providers; as students obtain their credentials, they will also be doing a practicum to provide childcare and fill vacancies, both supporting teachers and keeping up the staff to child ratios. The proposal includes opportunities for both job training and paid flexible internships.

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. Exemptions from the Procurement Code.

NMSA 1978, 13-1-98 A. "Procurement of items of tangible personal property or services by a state agency or a local public body (City of SF -municipality) from a state agency, a local public body (SFCC-educational institutions, school districts or local school boards/13-1-67 definition; local public body)

Amount: \$900,000.00

Term: Fiscal Year 23-26

Approved Exemption


Fran Dunaway (Jun 8, 2022 12:38 MDT)

Fran Dunaway, Chief Procurement Officer

**RECOVERY FUNDS SUBRECIPIENT
CONTRACT BETWEEN CITY OF SANTA FE AND SANTA FE COMMUNITY
COLLEGE EARLY CHILDHOOD CENTER OF EXCELLENCE
FOR EARLY CHILDCARE JOB DEVELOPMENT SERVICES**

THIS AGREEMENT is made and entered into by and between the CITY OF SANTA FE, herein after referred to as the “City”, and SANTA FE COMMUNITY COLLEGE - EARLY CHILDHOOD CENTER OF EXCELLENCE, a local public body, 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 agreement 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;

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; and

WHEREAS, Santa Fe Community College (SFCC) and the Early Childhood Center of Excellence (ECCOE) 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.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

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

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

C. "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

D. "You" and "your" refers to Santa Fe Community College – Early Childhood Center of Excellence. "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:

- 1) SFCC-ECCOE will recruit, and support individuals interested in early childhood education and track student success through external program evaluation and success metrics aligned to program completion, retention, and effectiveness.
- 2) SFCC-ECCOE will offer/develop coursework in a hybrid format to accommodate work schedules and support demonstration of competency in the field through the apprenticeship model.
- 3) SFCC-ECCOE will support students in applying for ECECD scholarships and additional financial aid available to them in addition to stipends offered through the program.
- 4) SFCC-ECCOE will provide students with resource navigation and support to ensure student success.
- 5) SFCC-ECCOE will work with students and employers to ensure that they are eligible for state certification and credentials that lead to higher wages in the field.

6) SFCC-ECCOE will hire a program manager to run the early childhood workforce development initiatives and programs.

B. Performance measures. Recognizing the disproportionate public health and negative economic impacts of the pandemic on many households, communities, and other entities, recipients must report whether certain types of projects are targeted to impacted and disproportionately impacted communities. Recipients will be asked to respond to the following:

- 1) a. What Impacted and/or Disproportionately Impacted population does this project primarily serve? Please select the population primarily served.
- 2) b. If this project primarily serves more than one Impacted and/or Disproportionately Impacted population, please select up to two additional populations served.
- 3) % recruited
- 4) # finishing the program
- 5) % entering the workforce

C. Reporting Requirements. In order to meet the City's reporting obligations to the U.S. Treasury the City will also require the following measures:

1) Obligations and Expenditures: Once a project is entered, the recipient will be able to report on the project's obligations and expenditures. Recipients will be asked to report:

- a. Current period obligation
- b. Cumulative obligation
- c. Current period expenditure
- d. Cumulative expenditure

2) Project Status: Once a project is entered the recipient will be asked to report on project status each reporting period, in four categories:

- a. Not Started
- b. Completed less than 50 percent
- c. Completed 50 percent or more
- d. Completed

3. Compensation

Compensation Schedule. The City shall pay the Contractor quarterly based upon approved expenditures in that quarter:

A. Payment. The total compensation under this Agreement shall not exceed nine hundred thousand dollars [\$900,000.00] including New Mexico gross receipts tax. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for

Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

B. Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

C. Retainage. Not Applicable. The Parties agree there is no retainage.

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

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

4. Term

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City and end on June 30, 2026. In no event will the term exceed the duration allowed by statute, NMSA 1978, § 13-1-150.

5. Default and Force Majeure

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

City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

6. **Termination**

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

B. **Notice: City Opportunity to Cure.**

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

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

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. **Liability.** Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.**

7. **Amendment**

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

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

8. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

9. **Assignment**

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

10. **Subcontracting**

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

11. **Non-Collusion**

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

12. **Inspection of Plant**

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

13. **Commercial Warranty**

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

14. **Condition of Proposed Items**

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

15. **Records and Audit**

During the term of this Agreement and for five years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments. Subrecipients that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements.

16. **Appropriations**

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

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.

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. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

21. **Scope of Agreement; Merger**

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

22. **Notice**

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

23. **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.

24. **New Mexico Tort Claims Act**

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

25. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-2. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

26. **Limitation of Liability**

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

27. **Incorporation by Reference and Precedence**

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

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the

scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

28. **Workers' Compensation**

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

29. **Inspection**

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

30. **Inspection of Services**

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

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

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

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

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

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

E. If the Contractor fails to promptly re-perform the services or to take the

necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

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

31. **Insurance**

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

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

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

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

32. **Impracticality of Performance**

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

33. **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.

34. **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.

36. **Survival**

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

37. **Disclosure Regarding Responsibility**

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

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

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

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

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

F. The disclosure requirement provided is a material representation of fact upon

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

38. Suspension, Delay or Interruption of Work

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

39. 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: Julie Sanchez Youth and Family Services Division Director, PO Box 909, Santa Fe NM 87504, jjsanchez@santafenm.gov

To the Contractor: Catron Allred, SFCC – ECCOE Director, 6401 Richards Avenue, Santa Fe NM 87508, catron.allred@sfcc.edu

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: Catron Allred, SFCC – ECCOE Director, 6401 Richards Avenue, Santa Fe NM 87508, catron.allred@sfcc.edu

40. **Succession**

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

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

CITY OF SANTA FE:

CONTRACTOR:
SFCC - ECCOE



ALAN M. WEBBER, MAYOR



DR. BECKY ROWLEY, PRESIDENT
SFCC

DATE: Oct 3, 2022

DATE: August 3, 2022

CRS# 01-197245-00-9

Registration # 232866

ATTEST:



KRISTINE BUSTOS MIHELIC, CITY CLERK 
GB MTG 09/28/2022

CITY ATTORNEY'S OFFICE:



Marcos Martinez (Aug 2, 2022 11:21 MDT)


SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



Emily K. Oster (Oct 2, 2022 22:41 MDT)

EMILY OSTER, FINANCE DIRECTOR

2400122.510400 
Org.Name/Org.# _{AH}




City of Santa Fe, New Mexico

Memorandum



DATE: August 10, 2022

TO: Mayor Webber and City Council
Finance and Quality of Life Committee

VIA: Alexis Lotero, Acting Finance Department Director
Fran Dunaway, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Department Director 
KO

FROM: Julie Sanchez, Youth and Family Services Division Director *jjs*

ITEM AND ISSUE:

Request for Approval of an American Rescue Plan Act (ARPA) Recovery Funds Subrecipient Contract in the Total Amount of \$900,000 for Early Childcare Job Development Services with the Santa Fe Community College Early Childhood Education Center of Excellence (SFCC-ECCOE) under the first statutory category; to respond to the COVID-10 public health emergency or its negative economic impacts (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov; 505-955-6678)

BACKGROUND AND SUMMARY:

The City, as a recipient of a State and Local Fiscal Recovery Funds (SLFRF) award, the Youth and Family Services Division has been allocated \$5,000,000 of the total award to impact areas of homelessness, violence intervention, early childcare job development, and support to nonprofits impacted by the pandemic. The City, as a recipient 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;

The Division is allocating \$900,000 of its \$5,000,000 to support increasing the capacity of the early childcare workforce which falls under the first statutory category, to respond to the COVID-10 public health emergency or its negative economic impacts.

The Santa Fe Community College's Early Childcare Center of Excellence is positioned to build and sustain a job development program; the Center has been in existence since 2014, and uses a multi-generation approach to early childhood education and training, by providing affordable and accessible education and professional development opportunities; and has the capacity to work collaboratively in the Santa Fe community to support new workforce development initiatives in early childhood through education and training.

The Santa Fe Community College Early Childhood Pre-Apprenticeship Program (APRENDE) is an opportunity to create an innovative associate-level residency program that builds on the strengths of the workforce as they are working towards certificates and degrees in New Mexico. The professionalization of

the early childhood workforce has come slowly as early childhood teachers juggle full time jobs and families while trying to attend school in the evening. For many students, it can take ten years to earn an associate degree. The SFCC ECTAP will bring new teachers to the early childhood profession and honor the work that current teachers are doing by redesigning the early childhood courses to be competency-based through work done in the classroom as apprentices.

In addition, this program will help stabilize the early care and education sector in Santa Fe by creating a workforce pipeline and placing students in teacher assistant and floater positions in Santa Fe area early childhood centers.

- Teachers will work 20-40 hours a week as an apprentice or as a full-time teacher with coursework competencies embedded in the work they do every day with children.
- Coursework will be offered in a hybrid online format with occasional face to face meetings
- Mentor teachers at the site will be trained Early Childhood Mentor Network (ECMN) teachers and will receive a stipend from the mentor network and potential additional compensation and training.
- Sites will pay teachers and apprentices for their work in the classroom and partner with SFCC ECTAP to create teacher schedules to accommodate coursework.
- ECECD Scholarships will support tuition and books for qualified participants.
- 2-year structured cohort program that leads to an accelerated associate degree in early childhood education while students earn certificates along the way.

The program is slated to start Fall 2022 and recruit 20-30, Spanish-speaking and English-speaking teacher apprentice candidates.

PROCUREMENT METHOD:

The procurement method is exempt, as the Santa Fe Community College is a governmental institution, the contract expires June 30, 2026, funding covers costs incurred from March.

CONTRACT NUMBER:

The FY23 Munis contract number is 3203606.

PROJECT LEDGER:

The project ledger number is COM222400A

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Fund 240

Munis Org Name/Number: Human Services/2400122

Munis Object Name/Number: Grants and Services/510400

ACTION REQUESTED:



The Community Health and Safety Department respectfully requests your review and approval of the Recovery Funds Subrecipient Contract with SFCC-ECCOE.

City of Santa Fe, New Mexico

memo

Date: June 6, 2022

To: Fran Dunaway, Chief Procurement Officer

From: Kyra Ochoa, Community Health and Safety Department Director 
Julie Sanchez, Youth and Family Services Division Director 

Subject: Exemption Determination Request, NMSA 13-1-98, local public body

Youth and Family Services Division respectfully request exempt determination to be approved by the City's Chief Procurement Officer (CPO), Fran Dunaway, for the following scope of work (SOW) for a professional services agreement (PSA) with the Santa Fe Community College (SFCC):

Using allocated ARPA funds to build and implement a project which will subsidize students who attend SFCC to obtain their credentials in early childcare to provide much needed childcare services in the City of Santa Fe. The approach is to build the pipeline of providers; as students obtain their credentials, they will also be doing a practicum to provide childcare and fill vacancies, both supporting teachers and keeping up the staff to child ratios. The proposal includes opportunities for both job training and paid flexible internships.

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. Exemptions from the Procurement Code.

NMSA 1978, 13-1-98 A. "Procurement of items of tangible personal property or services by a state agency or a local public body (City of SF -municipality) from a state agency, a local public body (SFCC-educational institutions, school districts or local school boards/13-1-67 definition; local public body)

Amount: \$900,000.00

Term: Fiscal Year 23-26

Approved Exemption


Fran Dunaway (Jun 8, 2022 12:38 MDT)

Fran Dunaway, Chief Procurement Officer





City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3203606

Contractor: Santa Fe Community College - Early Childcare Center of Excellence

Description: **ARPA Recovery Funds Subrecipient Contract for Early Childcare Job Development - funds may cover incurred costs from March 3, 2021 per federal guidelines.**

Contract Agreement Lease / Rent Amendment

Term Start Date: 07/01/2020 Term End Date: 06/30/2026

Approved by Council Date: _____

Contract / Lease: ARPA Recovery Funds Subrecipient 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 if multiple amendments)

3. **Procurement History: Exempt, NMSA 13-1-98, local public body**

Sep 2, 2022
Purchasing Officer Review: _____ Date: _____
Comment & Exceptions: 13-1-98-A

4. **Funding Source: 240/Human Services Fund - ARPA** Org / Object: 2400122.510400

Sep 2, 2022
Budget Officer Approval: _____ Date: _____
Comment & Exceptions: Project Ledger: COM222400A

Staff Contact who completed this form: Julie Sanchez Phone # 505-955-6678

Email: jjsanchez@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: SFCC - Early Childhood Center of Excellence (ECCOE)

Procurement Title: ARPA Funded Early Childcare Job Development Services

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 Comm. Health and 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

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

Julie Sanchez, Youth and Family Services Division Director 8/10/2022

Department Rep Printed Name (attesting that all information included) Title Date
 Contracts Supervisor Sep 2, 2022

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 contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/3/2022

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

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

PRODUCER Poms & Associates Insurance Brokers CA License #0814733 5700 Canoga Avenue Woodland Hills, CA 91367	CONTACT NAME: Risk Services		
	PHONE (A/C, No, Ext): (800) 578-8802	FAX (A/C, No): (818)449-9449	
	E-MAIL ADDRESS: rservices@pomsassoc.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : New Mexico Public Schools Insurance Authority		N/A
	INSURER B : Safety National		
INSURED New Mexico Public Schools Insurance Authority Member: Santa Fe Community College 4110 Old Taos Highway Santa Fe, NM 87501	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


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

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

See attached New Mexico Tort Claims Act Section 41-4-19: Maximum Liability Summary. General Liability Retention=\$750K. Coverage as respects to Federal Grant for Early Childhood Development.

CERTIFICATE HOLDER

CANCELLATION

City of Santa Fe P.O. Box 909 Santa Fe, NM 87504	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY Poms & Associates Insurance Brokers		NAMED INSURED New Mexico Public Schools Insurance Authority	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: _____ FORM TITLE: : Notes

Summary of New Mexico Tort Claims Act Section 41-4-19:
Maximum Liability Governmental entities and agencies, including public schools, public charter schools and community colleges and universities are granted immunity from liability.
Commercial General Liability Products and Completed Operations Professional Liability Contractual Liability
Imposed by New Mexico Tort Claims Act [NMSA 1975 §41-4-1 through 41-4-29]
\$400,000 Bodily Injury Per Person
\$200,000 Property Damage Per Property Address
\$300,000 Medical
\$750,000 Per Occurrence
\$1,050,000 Combined Limit/Maximum Liability



City of Santa Fe

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

BUSINE

Business Name: SANTA FE COMMUNITY COLLEGE
DBA: SANTA FE COMMUNITY
COLLEGE

Business Location: 6401 RICHARDS AVE
SANTA FE, NM 87508

CRS Number: 01197245009

Owner: SANTA FE COMMUNITY COLLEGE

License Number: 232866

License Type: Business Licen

Issued Date: May 23, 2022

Classification: Out of Jurisdict

Expiration Date: May 23, 2023

Fees Paid: \$10.00

SANTA FE COMMUNITY COLLEGE
6401 RICHARDS AVE
SANTA FE, NM 87508

THIS IS NOT A CONSTRUCTION PERMIT.
APPROPRIATE PERMITS MUST BE OBTAINED PRIOR TO THE
OF SANTA FE BUILDING PERMIT DEPARTMENT.
COMMENCEMENT OF ANY CONSTRUCTION.
INSTALLATION OF ANY EXTERIOR SIGNAGE.

THIS REGISTRATION/LICENSE IS NOT VALID FOR ANY
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE



Early Childhood Teacher Apprenticeship Program

APRENDE Pre-Apprenticeship is for people interested in gaining work experience in early childhood, receiving a Child Development Certificate, and earning a generous stipend working with children to make a difference in their community.



Gain Education and Work Experience!



EARN

Earn \$1500 a term for completing coursework in early childhood education

Earn \$2000 a term for 150 hours of field based learning in an early childhood classroom



LEARN

Complete coursework in early childhood

Earn a state Child Development Certificate

Free tuition and books scholarships



TEACH

Become qualified as a Teacher Assistant

Participants qualify for associate degree apprenticeship program

For more information and to apply:

www.sfcc.edu/aprende

Questions?

Email: aprende@sfcc.edu



APRENDE

Programa de aprendizaje
de educadores de primera
infancia

El programa de "APRENDE" Pre-Aprendiz es para personas interesadas en obtener experiencia trabajando en la educación de la primera infancia, recibir un Certificado de Desarrollo Infantil y ganar un generoso incentivo trabajando con niños para hacer una diferencia en su comunidad.



¡Obtén educación y experiencia de trabajo!



GANA

Gana \$1500 por semestre por completar cursos en educación de la primera infancia

Gana \$2000 por semestre por 150 horas de experiencia en un aula de la primera infancia



APRENDE

Toma clases en la primera infancia

Obtén un Certificado de Desarrollo Infantil

Colegiatura y libros gratuitos a través de becas



ENSEÑA

Capacítate como Asistente de Maestro

Los participantes califican para el programa de aprendizaje

Para más información y para aplicar,
visita nuestro sitio de internet:
www.sfcc.edu/aprende

¿Preguntas?

Email: aprende@sfcc.edu



ITEM #23-0028

Munis Contract#3203606

**CITY OF SANTA FE
AMENDMENT No. 1 TO
RECOVERY FUNDS SUBRECIPIENT
CONTRACT BETWEEN CITY OF SANTA FE AND SANTA FE COMMUNITY
COLLEGE EARLY CHILDHOOD CENTER OF EXCELLENCE
FOR EARLY CHILDCARE JOB DEVELOPMENT SERVICES
ITEM# 22-0477**

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE RECOVERY FUNDS SUBRECIPIENT CONTRACT, dated October 3, 2022 (the "Agreement"), between the City of Santa Fe (the "City") and Santa Fe Community College – Early Childhood Center of Excellence. (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:

- A. Under the terms of the Agreement, Contractor has agreed to provide an early childhood apprenticeship service to individuals interested in entering the early childhood field.
- 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, under Compensation Schedule of the Agreement is amended to add the following language, so that Article 3, under Compensation Schedule reads in its entirety as follows:

- A. Compensation Schedule. The City shall pay the Contractor quarterly based upon approved expenditures in that quarter and the deliverables outlined in Exhibit A.

1) Exhibit A shall be outlined as follows:

**RECOVERY FUNDS SUBRECIPIENT
 CONTRACT BETWEEN CITY OF SANTA FE AND SANTA FE COMMUNITY
 COLLEGE EARLY CHILDHOOD CENTER OF EXCELLENCE
 FOR EARLY CHILDCARE JOB DEVELOPMENT SERVICES
 EXHIBIT A: COMPENSATION SCHEDULE**

		TOTAL	Year 1	Year 2	
Salary and Wages	Aprنده Manager (.5 FTE); prorated November-June; 3% COL in year 2	\$70,000	\$25,000	\$41,200	
	Admin Assistant II (.5 FTE); prorated in year 1	\$50,000	\$10,000	\$25,000	
	ECCOE Faculty/Staff Field Support		\$2,500	\$7,500	
	ECCOE Director (.10 FTE) 3% COL in year 2	\$100,000	\$10,000	\$10,300	
	Salary TOTAL		\$47,500	\$84,000	
Benefits	36%		\$17,100	\$30,240	
Salary and Benefits TOTAL			\$64,600	\$114,240	
Travel	In and Out of State; Early Childhood Conferences, mileage to sites, per diem		\$7,000	\$7,000	
Registration	Conferences, Workshops and Webinars for Mentors, Interns, Apprentices and Staff (Ex. NMAEYC, Zero to Three, etc.)		\$2,000	\$8,000	
Materials/Supplies	Classroom and training supplies		\$5,000	\$5,160	
Printing/Publications/Marketing	recruitment marketing, website, social media		\$4,000	\$6,000	
Background Checks	\$44/ person		\$2,000	\$3,000	
Program Evaluation	Sub Contract to UNM Cradle to Career Policy Institute (CCPI) for Program Evaluation		\$20,000	\$20,000	
Spanish Interpretation	Interpretation and translation English/Spanish; \$125/hour		\$4,000	\$6,000	
SFCC Course Development	Development of Early Childhood Spanish General Education (8 classes over two years)		\$6,000	\$14,000	
Training	Staff, Faculty, Mentors and Apprentices: (Ex. Co-teaching, technology, early literacy, coaching, assessment, CPR/First Aid)		\$7,000	\$10,000	
Technology	Swivls, tripods, laptop, microphones for classroom video		\$10,000	\$10,000	
APRENDE Early Childhood Employer Site Support	Est. 20 apprentices and 25 pre-apprentices per term		\$32,000	\$70,000	
Food and Beverage	Food for trainings and workshops		\$2,500	\$3,500	
Mentor Teacher Incentives/Stipends	Evaluation, training, supervision		\$27,000	\$50,000	
Pre-apprentice and Apprentice Incentives/Stipends	Est. 20 apprentices and 20 pre-apprentices per term		\$100,000	\$280,000	
		Total			
	TOTAL		\$293,100	\$606,900	\$900,000

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. 1 to the Contract

as of the dates set forth below.

CITY OF SANTA FE:



ALAN M. WEBBER, MAYOR

DATE: Jan 30, 2023

ATTEST:



KRISTINE BUSTOS MIHELIC, CITY CLERK 
GB MTG 01/25/2023

CITY ATTORNEY'S OFFICE:



Marcos Martinez (Dec 8, 2022 11:18 MST)


SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



Emily K. Oster (Jan 30, 2023 15:02 MST)

EMILY OSTER, FINANCE DIRECTOR

2400122.510400 

Org. Name/Org.# ^{AH}

CONTRACTOR:

SFCC-ECCOE



DR. BECKY ROWLEY, PRESIDENT
SFCC

DATE: 12/09/2022

CRS# 01-197245-00-9

Registration #232866











SFCC ECCOE_Amendment 2_Packet

Final Audit Report

2024-03-29

Created:	2024-03-29
By:	Kristy Miera (kamiera@santafenm.gov)
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✔ Agreement completed.

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24-0327 Santa Fe Community College Early Childhood Center of Excellence

Final Audit Report

2024-05-09

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By:	Xavier Vigil (xivigil@ci.santa-fe.nm.us)
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Transaction ID:	CBJCHBCAABAAeYFvz3cCN9NNDXLYrSQ_uQAI8Z_7iX7t

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