




The Purchasing Memo

Date: January 16, 2025

To: Governing Body, Quality of Life Committee, and Finance Committee

From: Lizzy Portillo, Economic Dev. Specialist; Johanna Nelson, Director Office of Economic Development

Via: Johanna Nelson, Director Office of Economic Development  [Johanna Nelson \(Jan 17, 2025 15:36 MST\)](#)

Subject: Santa Fe Public Schools (SFPS) Work Based Learning (WBL) One Time Funding

Vendor Name: Santa Fe Public Schools

Munis Vendor Number: 1523

ITEM AND ISSUE:

The Office of Economic Development respectfully requests your review and approval of a Professional Services Contract in the total amount of \$1,200,000.00 not to exceed, for the Santa Fe Public Schools Work Based Learning Internship Programming for a term of four years through February 2029 with the Santa Fe Public Schools.

CONTRACT NUMBER:

The FY25 Munis contract number is: #3250347

BACKGROUND AND SUMMARY:

The Office of Economic Development has been awarded One-Time Funding to continue support for the Santa Fe Public Schools Work-Based Learning Internship Programing. Previously funded through the American Rescue Plan Act (ARPA) federal funding, this program has received an additional \$1,200,000 allocation of One Time Funding. This professional services contract will ensure continuation of mentorship, job training, and other critical services for high school students, including those at high risk of suspension or expulsion. Key program components include business outreach, support staff, supplies, event support, student mentoring, soft skills and life skills training, internship placements, and paid internships. Economic impact reporting for this project will be required on a quarterly basis.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: [212 ED General Fund]

Munis Org Name/Number: [Economic Development Operations/2122800]

Munis Object Name/Number: [Professional Contracts/510300]


Budget Officer / Designee: Andy Hopkins Date: Jan 17, 2025

Budget Officer Comment/Exceptions: \_\_\_\_\_

**PROCUREMENT METHOD:**

The procurement method used was NMSA 1978, Section 13-1-98, Exempt

The procurement method for this is exempt, the vendor is The Santa Fe Public Schools and has SOW has been determined to be professional services.

Chief Procurement Officer (CPO) / Designee:  Date: Jan 22, 2025

CPO Comment/Exceptions: \_\_\_\_\_

**ASSOCIATED APPROVALS:**

IT Components included?  Yes |  No

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

Vehicles included?  Yes |  No

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

Construction to City Facilities, Furniture, and/or Fixtures included?  Yes |  No

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

Is this an externally funded purchase?  Yes |  No

If yes, what is the issuing agency: \_\_\_\_\_

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

Is this a Capital Asset or Project?  Yes |  No

Project Ledger Number: \_\_\_\_\_

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

**ATTACHMENTS:**

- Memo
- Professional Services Contract
- Procurement document: Exemption Determination/Email
- CPO Service Determination Email
- Horizons Decline
- Certificate of Insurance

CITY OF SANTA FE  
PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Santa Fe Public Schools**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

**RECITALS**

**WHEREAS**, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-98; and

**WHEREAS**, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

The City and the Contractor hereby agree as follows:

**1. Scope of Work**

The Contractor shall provide the following services-for the City:

Screen, select, and place Santa Fe Public School (SFPS) junior and senior high school student interns in high-value industries in Santa Fe, NM. Provide continuous support and professional development opportunities to enhance intern engagement, participation, and success rates. Report quarterly on outcomes, metrics, and deliverables.

1. Intern Placement Services:
  - a. Identify and match SFPS junior and senior high school students with internship opportunities in Santa Fe's high-value industries.
  - b. Facilitate the selection and placement process to ensure a suitable match between interns and host organizations.
2. Professional Support Staff:
  - a. Manage and improve WBL systems to enhance intern cohort participation, engagement, and success rates.
  - b. Organize and conduct employability skills trainings for interns to develop essential workplace competencies.
  - c. Coordinate interview events to connect interns with potential employers.
  - d. Conduct regular visits to internship sites to monitor progress and provide support as needed.

- e. Assist in the review of all SFPS WBL invoices and all supporting documentation sent to The City for payment.
  - f. Conduct business outreach as needed for opportunities for WBL internships
  - g. Undertake other administrative duties essential to program operations and effectiveness.
3. Events and Supplies Management:
- a. Plan and execute events beneficial to WBL student interns, including meet & greet events, end-of-summer showcases, and bootcamp trainings.
  - b. Procure necessary supplies and materials to support internship activities and events.
4. Metrics and Performance Measures:
- a. Intern Placement Success: 80% of interns successfully placed in industry internships.
  - b. Completion Rate: 80% of interns completing their internship assignments.
  - c. Employer Satisfaction: Bi-annual feedback from employers regarding interns' performance and preparedness.
  - d. Event Participation: 90% of interns attending program events.
  - e. Provide number of events hosted
  - f. Provide number of site visits conducted
5. Billing Structure:
- a. The total cost for the services outlined in the Scope of Work will be \$1.2 million, billed in increments upon completion of deliverables. .
  - b.

<b>City of Santa Fe Office of Economic Development OED: Santa Fe WBL One Time Funding Project</b>			
<b>Categories for Payment - Deliverables</b>	<b>SOW</b>	<b>Metrics</b>	<b>Reporting Due</b>
Paid internships for Juniors and Seniors + Benefits	<ul style="list-style-type: none"> <li>• Identify and match SFPS junior and senior high school students with internship opportunities in Santa Fe's high-value industries.</li> <li>• Facilitate the selection and placement process to ensure a suitable match between interns and host organizations.</li> </ul>	<ul style="list-style-type: none"> <li>• Intern Placement Success: 80% of interns successfully placed in industry internships.</li> <li>• Completion Rate: 80% of interns completing their internship assignments.</li> </ul>	Quarterly

Support Staff + Benefits	<ul style="list-style-type: none"> <li>• Manage and improve WBL systems to enhance intern cohort participation, engagement, and success rates.</li> <li>• Organize and conduct employability skills trainings for interns to develop essential workplace competencies.</li> <li>• Coordinate interview events to connect interns with potential employers.</li> <li>• Conduct regular visits to internship sites to monitor progress and provide support as needed.</li> <li>• Undertake other administrative duties essential to program operations and effectiveness.</li> <li>• Assist in the review of all SFPS WBL invoices and all supporting documentation sent to The City for payment.</li> </ul>	<ul style="list-style-type: none"> <li>• Intern Placement Success: 80% of interns successfully placed in industry internships.</li> <li>• Completion Rate: 80% of interns completing their internship assignments.</li> <li>• Provide number of invoices reviewed for SFPS WBL</li> <li>• Provide number of site visits conducted</li> </ul>	Quarterly
Supplies & Events	<ul style="list-style-type: none"> <li>• Plan and execute events beneficial to WBL student interns, including meet &amp; greet events, end-of-summer showcases, and bootcamp trainings.</li> <li>• Procure necessary supplies and materials to support internship activities and events.</li> </ul>	<ul style="list-style-type: none"> <li>• Event Participation: 90% of interns attending program events.</li> <li>• Provide number of events hosted in quarter</li> </ul>	Quarterly

6. Internships at City of Santa Fe:

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

7. FERPA Requirements:

- a. The City agrees to comply with the Family Educational Rights and Privacy Act (“FERPA”) 20 U.S.C. § 1232g; 34 CFR Part 99.

8. Criminal Background Check

- a. 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:

Either: By this signature \_\_\_\_\_, SHALL WARRANT that such individuals will not have unsupervised access to students; OR 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:

- i. Performance of an internet search on the individual; and
- ii. 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.]

## 2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering services related to Work Based Learning internships for Santa Fe Public Schools High School Students for the City, as set forth in this Agreement. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

B. The Contractor agrees to obtain and maintain throughout the term of this Contract, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

## 3. Compensation

A. The City shall pay to the Contractor for services satisfactorily performed a total of one million two hundred thousand dollars (\$1,200,000) ; such compensation is not to exceed (\$1,200,000), excluding gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$1,200,000.00).**

B. Payment. The total compensation under this Agreement shall not exceed one million two hundred thousand **\$1,200,000** excluding 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.**

C. 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.**

D. **Notice of Extended Payment Provision For Grant Funded Contracts.** This contract allows the owner to make payment within 45 days after submission of an undisputed request for payment.

## 4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **four (4) years from date of final signature** unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations).

## 5. Termination

A. Grounds. The City may terminate this Agreement for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. 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) 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 6, "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.*

## 6. Appropriations

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately 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 Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

## 7. Status of Contractor

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its 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 Contract. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. 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.

## 8. Assignment

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

**9. Subcontracting**

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

**10. Release**

Final payment of the amounts due under this Contract shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Contract.

**11. Confidentiality**

Any confidential information provided to or developed by the Contractor in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

**12. Product of Service -- Copyright**

All materials developed or acquired by the Contractor under this Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

**13. Conflict of Interest; Governmental Conduct Act**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract 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 Article are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract 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 Article were erroneous on the effective date of this Contract 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 Contract to the contrary, the City may immediately terminate the Contract.

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

**14. 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 Contract 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 Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

**15. Entire Agreement.**

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

**16. Merger**

This Contract 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 contract.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

**17. Penalties for violation of law**

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

**18. Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures 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 Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

**19. Applicable Law**

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, section 38-3-2. By execution of this Contract, 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 Contract.

**20. 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 Contract may be terminated by the City.

## **21. Professional Liability Insurance**

Contractor shall maintain professional liability insurance throughout the term of this Contract providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Contract.

## **22. Other Insurance**

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, 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 Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, 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 Contract are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Contract 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.

## **23. Records and Financial Audit**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

## **24. New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Contract 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 Contract modifies or waives any provision of the New Mexico Tort Claims Act.

## **25. Invalid Term or Condition**

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

**26. Enforcement of Contract**

A party's failure to require strict performance of any provision of this Contract 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 Contract 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.

**27. Notices**

Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: Johanna Nelson, 123 E Marcy St Suite 205 Santa Fe, 87504,  
jnelson@santafenm.gov

To the Contractor: Jose Villarreal, 1300 Camino Sierra Vista, Santa Fe, NM 87505,  
jvillarreal@sfps.k12.nm.us

**28. Authority**

If Contractor is other than a natural person, the individual(s) signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter a binding contract.

**29. Non-Collusion**

In signing this Agreement, the Contractor certifies the 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's Chief Procurement Officer.

**30. Default/Breach**

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Agreement and under law or equity.


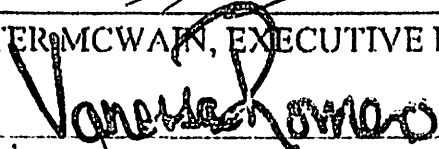

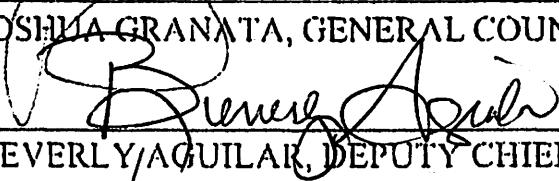

**31. Equitable Remedies**

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

**32. Default and Force Majeure**

The City reserves the right to cancel all, or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement 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 subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor 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 Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

<b>APPROVED BY SFPS:</b>
 01-15-25 PETER MCWAIN, EXECUTIVE DIRECTOR CURRICULUM & INSTRUCTION
 1/16/25 VANESSA ROMERO, DEPUTY SUPERINTENDENT OF TEACHING & LEARNING
 1/15/25 JOSHUA GRANATA, GENERAL COUNSEL
 1/16/25 BEVERLY AGUILAR, DEPUTY CHIEF FINANCIAL OFFICER
 HILARIO "LARRY" CHAVEZ, SUPERINTENDENT OF SCHOOLS

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

CITY OF SANTA FE:

CONTRACTOR:  
**Santa Fe Public Schools**

\_\_\_\_\_  
ALAN WEBBER, MAYOR

*Peter McWain*

\_\_\_\_\_  
PETER McWAIN,  
EXECUTIVE DIRECTOR OF  
CURRICULUM AND INSTRUCTION

DATE: Jan 15, 2025

NMBTIN#: 01-505-914-0006

ATTEST:

\_\_\_\_\_  
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

*Patricia Feghali*  
Patricia Feghali (Jan 15, 2025 16:35 MST)  
\_\_\_\_\_  
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

*Emily K. Ostar*  
\_\_\_\_\_  
FINANCE DIRECTOR

# SANTA FE PUBLIC SCHOOLS

## ROUTING SLIP

Initiated by: Peter McWain Phone: 505-467-2569 Date: 1/16/2025 Rec'd. by: Marie Gutierrez

SFPS Contract Number: 24-25-820-198-1 Dept./School Name: Curriculum & Instruction  
(Fiscal Year-Dept. Code-Agreement #-Type of Contract)

Contractor Name: City of Santa Fe \$1,200,000.00 ( Incoming Money)  
**WHEN YOU RECEIVE A PSA, SERVICES CONTRACT, MOU, OR ADDENDUM PLEASE ROUTE ACCORDINGLY**  
*(Person reviewing document should hand-deliver document to next person on the routing slip for review).*

**Please Keep the Routing Sheet Attached to Original Contract.**

PERSON RECEIVING DOCUMENT	INITIALS	DATE
1. <b>TO: Business Services</b> (An Agreement number will be assigned, a blue routing slip will be attached, and forwarded to the appropriate Accountant). <input checked="" type="checkbox"/> Complete Contract: Date, Scope of Services & Compensation. <input checked="" type="checkbox"/> Comply with Megan's Law. <input checked="" type="checkbox"/> Comply with Disclosure of Contributions <input checked="" type="checkbox"/> Contractor's Signature	CRC	1/16/25
2. <b>TO: Appropriate Accountant</b> in Business Services for approval & initials for funding source, line item & budget. Accountant will give to CFO to sign off for Business Services.(Business Services will forward to appropriate Executive Team Member).	MB MSB	1/16/25
3. <b>TO:</b> <ul style="list-style-type: none"> <li>· Chief Financial Officer, <b>OR</b></li> <li>· Deputy Superintendent, <b>OR</b></li> <li>· Associate Superintendent, <b>OR</b></li> <li>· Chief Operations Officer, <b>OR</b></li> <li>· HR Director</li> </ul>	* <b>AND</b> Technology Director: if technology is involved. (Technology includes: phones, surveillance equipment computer systems, software, etc.)	1/16/25
	VR see signature page RM see signature page	
4. <b>TO: Superintendent Office</b> (when more than \$60,000) or Designee for review.	HC see signature page	
5. <b>TO: Board of Education for approval</b> (when over \$60,000). <b>For Approval at the _____ Board Meeting</b> <small>(Date)</small> <input type="checkbox"/> <b>Approved</b> <input type="checkbox"/> <b>Not Approved</b>	NA	
6. <b>TO:</b> Appropriate Executive Team Member's office will route back to Business Services/Contracts to scan and e-mail to Initiator		
7a. <b>TO: Initiator</b> to attach contract with a requisition in the iVisions System for the purchase order processing. <i>*Please reference the contract # on all requisitions.</i>		
7b. <b>TO: Initiator:</b> (If requisition is <i>not</i> required). The Initiator obtains the Contractor's signature & returns the signed original to: Business Services Office; Copies to: Contractor & Initiator. <b>OR</b> If PTO/PTC Contract: The Initiator obtains the PTO/PTC President/Vice President's signature & returns the signed original to: Business Services Office; Copies to: PTO/PTC, Initiator and Human Resources.		
8. Original contract and Routing Slip will remain in Business Services/Contract Office. Initiator may obtain copy of contract through iVisions to copy for Contractor		
<b>COMMENTS:</b>		

# City of Santa Fe, New Mexico

# memo

**Date:** December 12, 2024  
**To:** Travis Dutton-Leyda, Chief Procurement Officer  
**Via:** Johanna Nelson, Economic Development Director  
**From:** Elisa Portillo, Economic Development Specialist  
**Subject:** Exemption Determination Request, SF Public Schools WBL  
**Vendor:** Santa Fe Public Schools  
**Exempt:** NMSA 1978, Section 13-1-98 (A) City and SF Public Schools

---

Economic Development Department respectfully request exempt determination using NMSA 1978, Section 13-1-98 (A) to be approved by the City's Chief Procurement Officer (CPO), Travis Dutton-Leyda, for robust scope of work (SOW) summarized below:

The City will work directly with Santa Fe Public Schools (SFPS) to screen, select, and place junior and senior high school students in high-value industry internships. Key services include identifying and matching students with opportunities, managing work-based learning (WBL) systems, conducting employability skills training, organizing events, and ensuring program success through metrics such as placement success and completion rates. The program has a \$1.2 million budget, billed quarterly, with internships offered based on the City's capacity needs. Compliance with FERPA and stringent background checks ensures a safe environment, with clear safeguards against unsupervised access by individuals with felony convictions or registration as sex offenders.

**Term:** December 12, 2024 - June 2025

## Approved Exemption



12/12/24

Travis Dutton-Leyda, Chief Procurement Officer

**PORTILLO, ELISA M.**

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**From:** DUTTON-LEYDA, TRAVIS K.  
**Sent:** Sunday, December 8, 2024 8:46 PM  
**To:** PORTILLO, ELISA M.  
**Cc:** Purchasing DET; NELSON, JOHANNA C.  
**Subject:** Re: Request for Determination: One Time Funding for Highschool Internships

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Good evening,

This is professional.

Thank you.

Regards,

Travis Dutton-Leyda  
Chief Procurement Officer  
City of Santa Fe  
200 Lincoln Avenue  
Santa Fe, NM 87501  
505-629-8351  
[tkduttonleyda@santafenm.gov](mailto:tkduttonleyda@santafenm.gov)

<https://santafenm.gov/finance-2/purchasing-1>



Vision without action is merely a dream.  
Action without vision passes the time.  
Vision with action can change the world. ~ Joel A. Barker

On Dec 2, 2024, at 12:05 PM, PORTILLO, ELISA M. <emportillo@santafenm.gov> wrote:

Good Afternoon,

Please provide a determination on the following SOW utilizing One time Funds for Internship Programming for highschool students.

**Objective:**

Screen, select, and place SFPS junior and senior high school student interns in high-value industries in Santa Fe, NM. Provide continuous support and professional development opportunities to enhance intern engagement, participation, and success rates.

**Key Responsibilities:**

**1. Intern Placement Services:**

- Identify and match SFPS junior and senior high school students with internship opportunities in Santa Fe's high-value industries.
- Facilitate the selection and placement process to ensure a suitable match between interns and host organizations.

**2. Professional Support Staff:**

- Manage and improve WBL systems to enhance intern cohort participation, engagement, and success rates.
- Organize and conduct employability skills trainings for interns to develop essential workplace competencies.
- Coordinate interview events to connect interns with potential employers.
- Conduct regular visits to internship sites to monitor progress and provide support as needed.
- Undertake other administrative duties essential to program operations and effectiveness.

**3. Events and Supplies Management:**

- Plan and execute events beneficial to WBL student interns, including meet & greet events, end-of-summer showcases, and bootcamp trainings.
- Procure necessary supplies and materials to support internship activities and events.

**Metrics:**

- Intern Placement Success: 80% of interns successfully placed in industry internships.
- Completion Rate: 80% of interns completing their internship assignments.
- Employer Satisfaction: Bi-annual feedback from employers regarding interns' performance and preparedness.
- Event Participation: 90% of interns attending program events.

**Billing Structure:**

- The total cost for the services outlined in the Scope of Work will be \$1.2 million, billed in quarterly increments of \$400,000, with the first payment beginning on December 1, 2024, and the final payment due on June 1, 2025.

**Internships at City of Santa Fe**

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

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

**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.

Happy to answer any questions. Thank you for your time.

Respectfully,

**Lizzy Portillo**

*Economic Dev. Specialist*

(505)531-7901

City of Santa Fe

Office of Economic Development



CITY OF SANTA FE  
**ECONOMIC DEVELOPMENT**

**PORTILLO, ELISA M.**

---

**From:** Matt Loehman <mloehman@horizonsofnewmexico.org>  
**Sent:** Monday, December 2, 2024 12:15 PM  
**To:** PORTILLO, ELISA M.  
**Cc:** NELSON, JOHANNA C.  
**Subject:** Re: Request for Determination: SOW for High School Internships

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon Elisa.

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

**Matt Loehman**  
**Executive Director**

**Horizons of New Mexico**  
6121 Indian School Rd. NE, Suite 220  
Albuquerque, NM 87110

office phone: (505) 345-1540  
email: [mloehman@horizonsofnewmexico.org](mailto:mloehman@horizonsofnewmexico.org)  
web: [www.horizonsofnewmexico.org](http://www.horizonsofnewmexico.org)

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Mon, Dec 2, 2024 at 12:07 PM PORTILLO, ELISA M. <[emportillo@santafenm.gov](mailto:emportillo@santafenm.gov)> wrote:

Good Afternoon Matt,

I hope you are well.

Please provide a determination on the following SOW utilizing One time Funds for Internship Programming for high school students.

**Objective:**

Screen, select, and place SFPS junior and senior high school student interns in high-value industries in Santa Fe, NM. Provide continuous support and professional development opportunities to enhance intern engagement, participation, and success rates.

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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.

Thank you for your time.

Respectfully,

**Lizzy Portillo**

*Economic Dev. Specialist*

City of Santa Fe

Office of Economic Development



CITY OF SANTA FE  
ECONOMIC DEVELOPMENT



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/21/2024

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).

<b>PRODUCER</b>  Poms & Associates Insurance Brokers CA License #0814733 4500 Park Granada #206 Calabasas, CA 91302	<b>CONTACT NAME:</b> Risk Services	
	<b>PHONE (A/C, No, Ext):</b> (800) 578-8802	<b>FAX (A/C, No):</b> (818)449-9449
	<b>E-MAIL ADDRESS:</b> rservices@pomsassoc.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A :</b> New Mexico Public Schools Insurance Authority	
	<b>INSURER B :</b> Safety National	
<b>INSURED</b>  New Mexico Public Schools Insurance Authority Member: Santa Fe Public Schools 4110 Old Taos Highway Santa Fe, NM 87501	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	
	<b>NAIC #</b> N/A	

### 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	<b>COMMERCIAL GENERAL LIABILITY</b>			MOC NO L0027	07/01/2024	07/01/2025	EACH OCCURRENCE	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
	<input checked="" type="checkbox"/> Owners Contractors Protective Liability						MED EXP (Any one person)	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	
							PRODUCTS - COMP/OP AGG	
							Maximum Liability	
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	
							Maximum Liability	
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE	
	<b>EXCESS LIAB</b>						AGGREGATE	
	<input type="checkbox"/> OCCUR							
	<input type="checkbox"/> CLAIMS-MADE							
	<input type="checkbox"/> DED							
	<input type="checkbox"/> RETENTION \$							
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PER STATUTE	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / N					OTH-ER	
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> N / A					E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
							Each Occurrence	
							Maximum Liability	

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

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

### CERTIFICATE HOLDER

### CANCELLATION

City of Santa Fe	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 

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**










# URGENT - SFPS One Time Funding INTERNSHIP PROGRAM


Final Audit Report


2025-01-24


Created:	2025-01-17
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAArSDpzMfCv3zoqwmS5AH7Tmzzwg7gDRAe


## "URGENT - SFPS One Time Funding INTERNSHIP PROGRAM" History


-  Document created by JAMES EDWARDS (jwedwards@santafenm.gov)  
2025-01-17 - 10:33:25 PM GMT- IP address: 97.182.130.56
-  Document emailed to Johanna Nelson (jcnelson@santafenm.gov) for signature  
2025-01-17 - 10:36:10 PM GMT
-  Email viewed by Johanna Nelson (jcnelson@santafenm.gov)  
2025-01-17 - 10:36:32 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Johanna Nelson (jcnelson@santafenm.gov)  
Signature Date: 2025-01-17 - 10:36:46 PM GMT - Time Source: server- IP address: 216.207.130.218
-  Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and ajhopkins@santafenm.gov  
ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign  
2025-01-17 - 10:36:48 PM GMT
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)  
2025-01-17 - 10:55:40 PM GMT- IP address: 104.47.65.254
-  Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)  
Signature Date: 2025-01-17 - 10:57:54 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda  
(tkduttonleyda@santafenm.gov) for signature. One of them to sign  
2025-01-17 - 10:57:56 PM GMT
-  Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)  
2025-01-21 - 4:58:27 AM GMT- IP address: 172.225.108.151

 Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)  
Signature Date: 2025-01-22 - 3:33:27 PM GMT - Time Source: server- IP address: 98.97.112.124

 Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature  
2025-01-22 - 3:33:30 PM GMT

 Email viewed by EMILY OSTER (ekoster@santafenm.gov)  
2025-01-24 - 7:54:30 PM GMT- IP address: 104.47.64.254

 Document e-signed by EMILY OSTER (ekoster@santafenm.gov)  
Signature Date: 2025-01-24 - 8:02:13 PM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.  
2025-01-24 - 8:02:13 PM GMT