

ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 12/10/14
ITEM FROM FINANCE COMMITTEE MEETING OF 11/17/14

ISSUE:

5. Request for Approval of Amendment No. 3 to the Professional Services Agreement – Youth Workers to Implement Storm Water Management Improvements and Santa Fe River and Watershed Improvements; YouthWorks, Inc. (Brian Drypolcher)

FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM

Requested approval of amendment no. 3 to professional services agreement for Youth Workers to implement Storm Water Management Improvements and Santa Fe River and Watershed Improvements with YouthWorks, Inc. in the amount of \$40,000 inclusive of gross receipts tax. Budget is available in project fund.

FUNDING SOURCE: 22401.510310

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

3-17-14

**ACTION SHEET
ITEM FROM THE
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING
OF
MONDAY, OCTOBER 27, 2014**

ITEM 6

REQUEST FOR APPROVAL FOR AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH YOUTHWORKS! INC. TO INCREASE COMPENSATION BY THE AMOUNT OF \$40,000, INCLUDING TAXES (BRIAN DRYPOLCHER)

PUBLIC WORKS COMMITTEE ACTION: Approved on Consent

FUNDING SOURCE: 22401.510310

SPECIAL CONDITIONS / AMENDMENTS / STAFF FOLLOW UP:

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON TRUJILLO			
COUNCILOR BUSHEE	X		
COUNCILOR DIMAS	Excused		
COUNCILOR DOMINGUEZ	X		
COUNCILOR RIVERA	X		

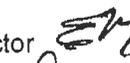
City of Santa Fe, New Mexico

memo

DATE: October 7, 2014

TO: Public Works Committee

VIA:


Isaac J. Ping, PE – Public Works Department Director
Eric Martinez, PE – Roadway & Trails Engineering Division Director 
Leroy Pacheco, PE – River, Watershed & Trails Section Supervisor 

FROM: Brian Drypolcher, River and Watershed Coordinator 

ITEM / ISSUE:

REQUEST FOR APPROVAL FOR AMENDMENT NO. 3, TO THE PROFESSIONAL SERVICES AGREEMENT WITH ¡YOUTHWORKS!, INC. TO INCREASE COMPENSATION BY THE AMOUNT OF \$40,000.00, INCLUDING TAXES.

BACKGROUND / SUMMARY:

On September 9, 2013 the City of Santa Fe executed a Professional Services Agreement with ¡YouthWorks! (PSA #13-0903). Under the terms of the PSA, ¡YouthWorks! provides labor for Santa Fe River and watershed improvement projects, as well as storm water management projects, as identified by the City's river and watershed coordinator and the director of the city's Streets and Drainage Maintenance Division. ¡YouthWorks! performs other tasks as assigned by the Public Works Department.

Under the terms of Amendment No. 1, ¡YouthWorks! provided labor to assist with the setup and breakdown of the Children's Fishing Derby. The work included two and a half days (20 hours) of work for 9 laborers and 1 supervisor and was compensated at a fee of \$2,897.31.

Amendment No. 2 extended the term of the agreement to September 30, 2015

At this time, with this Amendment No. 3, the City seeks to increase the amount of compensation in order to procure additional services. The agreement is being amended for the following reasons: funds provided via the previous agreement and amendment have been spent down and the amendment will enable the city to procure additional services; ¡YouthWorks! provides low-cost labor on an on-call, as-needed basis to improve conditions along the city's drainages while providing valuable flexibility for the city's staffing choices; ¡YouthWorks! provides youth employment opportunities with local, social and economic benefits.

Summary amendments and compensation is as follows:

Original agreement #13-0903	\$46,560.00
Amendment No. 1	2,897.31
Amendment No. 2	-0-
Amendment No. 3	<u>40,000.00</u>
Total fees	\$89,457.31

Funds for Amendment No. 3 are available in Business Unit 22401, Line Item 510310.

RECOMMENDED ACTION:

The Public Works Department recommends approval Amendment No. 3 to the Professional Services Agreement with ¡YouthWorks!, Inc. for the amount of \$40,000.00, including applicable taxes, to procure additional services and increase compensation accordingly.

Attachments:

- Amendment No. 3
- Copy of original agreement #13-0903
- Copies of previous amendments
- Summary of Contracts

cc: David Catanach, Streets and Drainage Division Director

**CITY OF SANTA FE
AMENDMENT No. 3 TO
PROFESSIONAL SERVICES AGREEMENT**

AMENDMENT No. 3 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated September 4, 2013 (the "Agreement"), between the City of Santa Fe (the "City") and YouthWorks, Inc. (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 recruit, hire, train and supervise youth workers to implement storm water management improvements and Santa Fe River and watershed improvements and other work as assigned by the City of Santa Fe Public Works Department.

B. Pursuant to Article 18 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 is amended to increase the total amount of compensation by forty thousand dollars and no cents (\$40,000.00), inclusive of applicable gross receipts taxes. The Agreement shall be amended so that Article 3, A. reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered a sum not to exceed eighty-nine thousand, four hundred fifty-seven dollars and thirty-one cents (\$89,457.31), inclusive of applicable gross receipts taxes.

2. AGREEMENT IN FULL FORCE

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 to the City of Santa Fe Professional Services Agreement as of the date set forth below.

CITY OF SANTA FE:

CONTRACTOR:
iYouthWorks!, Inc.

JAVIER M. GONZALES, MAYOR

Date: _____

By: _____
Signature

ATTEST:

Print name and title

YOLANDA Y. VIGIL, CITY CLERK

CRS # 02-471161-00-6
City of Santa Fe Business
Registration # 14-000 91367

APPROVED AS TO FORM:

MDM 9/30/14

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

TERESITA GARCIA,
ASSISTANT FINANCIAL DIRECTOR

Business Unit/Line Item: 22401.510310



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

Section to be completed by department for each contract or contract amendment

- | | | | | |
|---|-------------------------------|--------------------------|-----------------------------|-------------------------------------|
| 1 | FOR: ORIGINAL CONTRACT | <input type="checkbox"/> | CONTRACT AGREEMENT | <input type="checkbox"/> |
| | MAINTENANCE AGREEMENT | <input type="checkbox"/> | LICENSE AGREEMENT | <input type="checkbox"/> |
| | LEGAL SERVICES AGREEMENT | <input type="checkbox"/> | MEMORANDUM OF UNDERSTANDING | <input type="checkbox"/> |
| | MEMORANDUM OF AGREEMENT | <input type="checkbox"/> | JOINT POWERS AGREEMENTS | <input type="checkbox"/> |
| | GRANT AGREEMENTS | <input type="checkbox"/> | PSA AMENDMENT | <input checked="" type="checkbox"/> |

2 Name of Contractor YouthWorks!, Inc.

- 3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$46,560.00

Termination Date: September 4, 2013

Approved by Council Date: _____

or by City Manager Date: September 4, 2013

Contract is for: Youth employment for storm water management and other watershed improvements

Amendment # 3 to the Original Contract# 13-0903

Increase/(Decrease) Amount \$ 40,000.00

Extend Termination Date to: n.a.

Approved by Council Date: _____

or by City Manager Date: _____

Amendment is for: Increase compensation to procure additional services

- 4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) Plus GRT
 Inclusive of GRT

Amount \$ 46,560.00 of original Contract# 13-0903 Termination Date: 09/04/2014

Reason: contract for youth employment for storm water and watershed improvement srvcs.

Amount \$ 2,897.31 amendment # 1 Termination Date: 09/04/2014

Reason: youth labor support services for set-up/take-down for city's 2014 Fishing Derby

Amount \$ n.a. amendment # 2 Termination Date: 09/30/2015

Reason: extend term for additional year of services

Amount \$ 40,000.00 amendment # 3 Termination Date: 09/30/2015

Reason: increase compensation to procure an additional year of on-call labor

Total of Original Contract plus all amendments: \$89,457.31



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP RFQ Sole Source Other

6 **Procurement History:** This amendment renews an existing contract to procure an additional year of service
example: (First year of 4 year contract)

7 **Funding Source:** storm water **BU/Line Item:** 22401.51031

8 **Any out-of-the ordinary or unusual issues or concerns:**

None (memo attached)
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Brian Drypolcher Phone # 505 955 6840

Division Contract Administrator: Sarah Yuma

Division Director: Eric Martinez *EM*

Department Director: Isaac J. Pino, PE

10 **Certificate of Insurance attached.** (~~if original Contract~~)

11 **Description of your efforts to reduce the cost of the contract including information on efforts to obtain other quotes for the contracted activity:** Services were procured through a competitive Request for Proposals process.

12 **Prior year's contract amount?:** \$46,560

13 **Describe service impact from an ongoing commitment to the contractor:** Labor provided by YouthWorks is lower cost than labor provided by city staff

14 **Why staff cannot perform the work?:** Staff could do the work.

15 **If extending contract, why?:** YouthWorks provides low-cost labor on an on-call, as-needed basis.
This provides youth employment with flexible, contingency-oriented staffing options with lower labor costs.

16 **Was a Santa Fe company awarded contract? If not, why?:** Yes.

17 **Has the contract has been approved as to form by City Attorney's Office?:** Yes.

18 **Is this for City Manager or Council approval?:** Council

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/24/2014

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	J.A.Sunderland Agency Inc 2431 San Pedro Dr N.E. Albuquerque NM 87110	CONTACT NAME: Susan Stanton PHONE (A/C, No, Ext): (505) 884-6000 E-MAIL ADDRESS: susan.sunderland@comcast.net PAX (A/C, No): (505) 888-2698
INSURED	YOUTHWORKS OF SANTA FE 1000 Cordova Place #415 Santa Fe NM 87505-	INSURER(S) AFFORDING COVERAGE
		INSURER A: Progressive Ins Co. D/B INSURER B: Mountain States Mutual INSURER C: Penn-Star Insurance Company 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. SUBR. INSR. WORD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		PAC7088488	07/02/2014	07/02/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		05679967	04/04/2014	04/04/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	WCA0088236	01/01/2014	12/05/2014	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
CERTIFICATE HOLDER IS NAMED ADDITIONAL INSURED FOR GENERAL LIABILITY.

CERTIFICATE HOLDER	CITY OF SANTA FE PO BOX 909 SANTA FE NM 87504-0909	CANCELLATION	AI 000006
		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	<i>[Signature]</i>

ITEM # 13-0903

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and ;YouthWorks!, Inc. (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

Contractor shall provide the following services for the City as follows:

A. Recruit, hire, train and supervise youth workers to implement storm water management improvements and Santa Fe River and watershed improvements and other work as assigned by the City of Santa Fe Public Works Department, in accordance with Exhibit "1" attached hereto and incorporated herein by reference.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, 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 in full payment for services rendered, a sum not to exceed forty-six thousand, five hundred and sixty dollars (\$46,560), inclusive of applicable gross receipts taxes.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt and approval by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City. Such statements for payment shall include:

(1) An invoice;

(2) Completed Daily Worker Logs and Daily Job Logs for the time period being invoiced.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement 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.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and terminate on September 30, 2014, unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon 10 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, then Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. 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 Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this contract.

8. 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 the prior written approval of the City.

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of 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 to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to

property. Such insurance shall provide that the City is named as an additional⁹ insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement 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 Agreement.

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the

performance of Contractor's employees, agents, representatives and subcontractors.

14. 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.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the

State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said

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

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:
City of Santa Fe
Roadway & Trails Engineering
Division
Attn: Eric Martinez or Brian
Drypolcher
PO Box 909
Santa Fe, NM 87504-909

Contractor:
;YouthWorks!, Inc.
Attn: Melynn Schuyler
1504-1506 Cerrillos Road
Santa Fe, NM 87505

IN WITNESS WHEREOF, the parties have executed this Agreement
on the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:
;YouthWorks!, Inc.


BRIAN K. SNYDER, CITY MANAGER

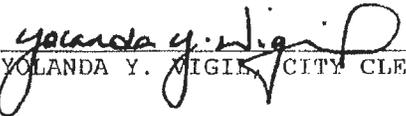

NAME AND TITLE

DATE: 9-4-13

DATE: 09/05/13

ATTEST:

NM Taxation & Revenue
CRS # 02-471161-00-6
City of Santa Fe Business
Registration# 13-00091367


YOLANDA Y. MIGIE, CITY CLERK

APPROVED AS TO FORM:


GENO ZAMORA, CITY ATTORNEY 8/21/13

APPROVED:


MARCOS A. TAPIA, FINANCE DIRECTOR 8/3/13

22401 / 510300
Business Unit/Line Item

Exhibit 1
Scope of Services

SCOPE OF SERVICES

A. Primary Activities and Work Plans

1. Recruit, hire, train and supervise youth workers (suggested age range for the youth workers is 16 to 24 years of age) to perform river and watershed clean-up and restoration activities; work with staff of the City's Streets and Drainage Division to implement storm water improvement projects; participate in other work projects as may be requested by the City of Santa Fe Public Works Department;
2. Provide adequate and appropriate training and supervision of employees. The contractor must maintain a ratio of at least one qualified and senior, supervisory staff person per ten (10) youth workers at all times. The qualified supervisor must have specific knowledge appropriate to the work: e.g., knowledge of plant identification, pruning and planting techniques; ability to recognize erosion symptoms and implement appropriate interventions; familiarity with techniques for handling of bio-hazardous materials; and must be capable of directing the youth workers in a safe, effective and efficient manner.

The contractor shall ensure adequate staffing levels so that no unnecessary strain is placed upon City staff and departmental resources;
3. Obtain any permits and permissions that may be required. The Contractor must comply with applicable codes, laws and standards, including but not limited to those in force under: the City of Santa Fe, Santa Fe County, New Mexico Environment Department, FEMA, Army Corps of Engineers, and other federal or local agency requirements as appropriate.
4. Coordinate and collaborate with City of Santa Fe staff to support City projects and programs for Santa Fe River and watershed restoration, storm water management and other public works projects as may be agreed upon by the City and the Contractor.

B. Supplies, Equipment, Materials

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

1. Shovels, rakes, wheelbarrows, pruning tools (and replacements if broken or worn down), trash bags, trash cans;
2. Hard hats, boots, gloves, and any other appropriate safety apparel;
3. Construction materials such as rocks/boulders/gravel, wire products, wood products, fasteners, etc;

4. Sufficient, reliable vehicles to transport all youth workers and their supervisors throughout the contract;
5. Cell phone service for communication in the field;
6. At least one digital camera for documenting work in progress and completed work;
7. Other specialized equipment which may be required from time to time such as rental truck, wood chipper, water tank, and trailer; chain saw (if the contractor can provide a properly trained chain saw operator). City of Santa Fe may be able to provide such equipment on an as-needed basis and as coordinated with the appropriate city department.

Heavy equipment such as earth movers, dump trucks, and lifts may be provided by the City of Santa Fe on an as-needed basis and as coordinated with the appropriate city department.

C. Coordination with City of Santa Fe Staff

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

D. Reporting Requirements

1. Daily work completed will be documented using the "Storm Water and Watershed Improvements, Daily Worker Log and Daily Job Log."

Contractor's senior, supervisory staff will be in frequent contact with the City's river and watershed coordinator, as initiated by the Contractor, to report on day-to-day progress and discuss future plans.

2. Contractor shall prepare a summary, monthly progress report that shall include the periodic invoice, employee work hour reports, summaries of work performed. Submittal of digital photos of work in progress and completed, while not required, are also desirable.

E. Applications for Payment

Applications for Payment shall include:

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



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

Section to be completed by department for each contract or contract amendment

- | | | | | |
|---|-------------------------------|--------------------------|-----------------------------|-------------------------------------|
| 1 | FOR: ORIGINAL CONTRACT | <input type="checkbox"/> | CONTRACT AGREEMENT | <input type="checkbox"/> |
| | MAINTENANCE AGREEMENT | <input type="checkbox"/> | LICENSE AGREEMENT | <input type="checkbox"/> |
| | LEGAL SERVICES AGREEMENT | <input type="checkbox"/> | MEMORANDUM OF UNDERSTANDING | <input type="checkbox"/> |
| | MEMORANDUM OF AGREEMENT | <input type="checkbox"/> | JOINT POWERS AGREEMENTS | <input type="checkbox"/> |
| | GRANT AGREEMENTS | <input type="checkbox"/> | PSA AMENDMENT | <input checked="" type="checkbox"/> |

2 Name of Contractor YouthWorks!, Inc.

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$46,560.00

Termination Date: September 30, 2014

- Approved by Council Date: _____
- or by City Manager Date: _____

Contract is for: YouthWorks will recruit, hire, train and supervise youth workers to implement storm water management improvements and SF River and watershed improvements

Amendment # NA to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

- Approved by Council Date: _____
- or by City Manager Date: _____

Amendment is for: _____

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) Plus GRT
 Inclusive of GRT

Amount \$ 46,560.00 of original Contract# no number assigned Termination Date: Sept. 30, 2014

Reason: execution of a new PSA. See above and attached PSA.

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$46,560.00



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

- 5 **Procurement Method of Original Contract:** (complete one of the lines)
 RFP RFQ Sole Source Other
- 6 **Procurement History:** Initiating a thirteen month contract
 example: (First year of 4 year contract)
- 7 **Funding Source:** storm water drainage funds BU/Line Item: 426010/572500
~~22401/510000~~
- 8 **Any out-of-the ordinary or unusual issues or concerns:**
NA
 (Memo may be attached to explain detail.)
- 9 **Staff Contact who completed this form:** Brian Drypolcher Phone # 505 955 6810
Division Contract Administrator: Sarah Yuma *SY*
Division Director: Eric Martinez *EM*
Department Director: Isaac J. Pino, PE *Isaac J. Pino*
- 10 **Certificate of Insurance attached.** (if original Contract)
- 11 **Description of your efforts to reduce the cost of the contract including information on efforts to obtain other quotes for the contracted activity:** Utilized a competitive Request for Proposals process for procurement
- 12 **Prior year's contract amount?:** \$46,560
- 13 **Describe service impact from an ongoing commitment to the contractor:** YouthWorks provides valuable, on-call labor for CoSF Public Works Dept.
- 14 **Why staff cannot perform the work?:** If available, staff could perform this work.
- 15 **If extending contract, why?:** NA
- 16 **Was a Santa Fe company awarded contract? If not, why?:** Yes.
- 17 **Has the contract has been approved as to form by City Attorney's Office?:** Yes.
- 18 **Is this for City Manager or Council approval?:** city manager

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated September 4, 2013 (the "Agreement"), between the City of Santa Fe (the "City") and YouthWorks, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide laboratory services to the City.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES:

Article 1 of the Agreement is amended to add paragraph "B", so that Article 1, paragraph B reads as follows:

B. The Contractor shall provide a crew to assist with the setup/breakdown of the Santa Fe Fishing Derby as described in Exhibit "A" attached hereto and incorporated herein.

2. COMPENSATION:

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of two thousand eight hundred ninety seven and 31/100's

(\$2,897.31) so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered a sum not to exceed forty nine thousand four hundred fifty seven dollars and 31/100's (\$49,457.31), plus applicable gross receipts taxes. Payment shall be made for services actually rendered in accordance with Exhibit "2".

3. AGREEMENT IN FULL FORCE.

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

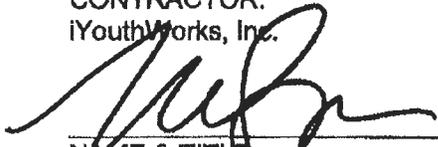
IN WITNESS WHEREOF, the parties have executed this Amendment No.1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:
iYouthWorks, Inc.



BRIAN K. SNYDER, CITY MANAGER



NAME & TITLE

Date: 06/03/2014

Date: 6/9/14

ATTEST:



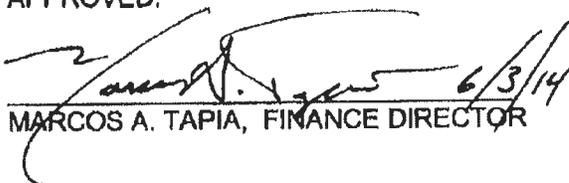
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:



KELLEY A. BRENNAN, INTERIM CITY ATTORNEY 6/2/14

APPROVED:



MARCOS A. TAPIA, FINANCE DIRECTOR 6/3/14

52300.510300
Business Unit/Line Item



05/27/2014

Board of Directors

Laine Renfro
Chair

Dave Gurule
Vice President

Richard Jones
Treasurer

Mike Baca
Secretary

Annette Anya
Edle Arviso
Gloria Castillo
Loretta Fernandez
Mike Lee
Danny Maki
Michelle A. Montoya
Mike Reilly
Joshua Rhine
Francisco Rivera
Merri Rubin
Annette Senteney
Manuel Tijerina

Staff

Melynn Schuyler, M.A., LPC
Executive Director

Michael Santillanes
Associate Director

Joseph Smith
Education Director

Francisco Rivera Jr.
YouthWorks Case Manager

Heather Vigil
Culinary Coordinator

Catherine E. Zacher
Workforce & Job Development
Program Coordinator

To whom it may concern,

YouthWorks is able to provide a crew to assist with the setup/ breakdown of the Santa Fe Fishing Derby. Two and a half days (20 hours) of work for 9 laborers and 1 supervisor would come to a total of: \$2897.31. This cost breaks down as follows:

9 Laborers	\$10.66/hour	X 20 hours	= \$1,918.80
1 Supervisor	\$12.50/hour	X 20 hours	= \$250.00
		FICA 7.65%	= \$165.91
		Work. Comp. 7.02%	= \$152.25
		Subtotal	= \$2486.96
		Agency Overhead 16.5%	= \$410.35
		Total	= \$2897.31

If you have any question, I can be reached at 989-1855.

Sincerely,

Michael Santillanes
Associate Director

YouthWorks!
1000 Cordova Place #415
Santa Fe, NM 87505
(505) 989-1855
Fax: (505) 424-3509
info@santafeyouthworks.org
www.santafeyouthworks.org

Exhibit "Z"

ITEM # 14-0977

**CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT**

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated September 4, 2013 (the "Agreement"), between the City of Santa Fe (the "City") and YouthWorks, Inc. (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 recruit, hire, train and supervise youth workers to implement storm water management improvements and Santa Fe River and watershed improvements and other work as assigned by the City of Santa Fe Public Works Department.

B. Pursuant to Article 18 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. TERM AND EFFECTIVE DATE

Article 5 is amended to extend the term and effective date to establish a new date for termination of the agreement on September 30, 2015. The Agreement shall be amended so that Article 5 reads in its entirety as follows:

This Agreement shall be effective when it is executed by the City and the Contractor whichever occurs last, and shall terminate on September 30, 2015, unless sooner pursuant to Article 6 of the Agreement.

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.

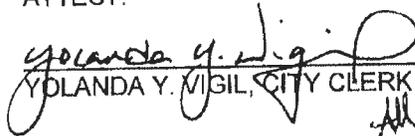
IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the City of Santa Fe Professional Services Agreement as of the date set forth below.

CITY OF SANTA FE:


BRIAN K. SNYDER, CITY MANAGER

Date: 9-18-14

ATTEST:


YOLANDA Y. MIGIL, CITY CLERK

CONTRACTOR:
iYouthWorks!, Inc.

By: 
Signature

Michael Schuyler Executive Director
Print name and title

CRS # 02-471161-00-6
City of Santa Fe Business
Registration # 14-000 91367

APPROVED AS TO FORM:

MDM 9/9/14
KELLEY A. BRENNEN, CITY ATTORNEY

APPROVED:


TERESITA GARCIA,
ASSISTANT FINANCIAL DIRECTOR

Business Unit/Line Item: 22401.510310



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

Section to be completed by department for each contract or contract amendment

- | | | | |
|--------------------------|--------------------------|-----------------------------|-------------------------------------|
| 1 FOR: ORIGINAL CONTRACT | <input type="checkbox"/> | CONTRACT AGREEMENT | <input type="checkbox"/> |
| MAINTENANCE AGREEMENT | <input type="checkbox"/> | LICENSE AGREEMENT | <input type="checkbox"/> |
| LEGAL SERVICES AGREEMENT | <input type="checkbox"/> | MEMORANDUM OF UNDERSTANDING | <input type="checkbox"/> |
| MEMORANDUM OF AGREEMENT | <input type="checkbox"/> | JOINT POWERS AGREEMENTS | <input type="checkbox"/> |
| GRANT AGREEMENTS | <input type="checkbox"/> | PSA AMENDMENT | <input checked="" type="checkbox"/> |

2 Name of Contractor YOUTHWORKS

- 3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$46,560.00

Termination Date: September 30, 2014

- Approved by Council Date: _____
 or by City Manager Date: September 4, 2013

Contract is for: Youth employment, youth labor for storm water management and watershed improvement projects

Amendment # 2 to the Original Contract# 13-0903

Increase/(Decrease) Amount \$ NA

Extend Termination Date to: September 30, 2015

- Approved by Council Date: _____
 or by City Manager Date: _____

Amendment is for: To extend the term of the agreement

- 4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) Plus GRT
 Inclusive of GRT

Amount \$ 46,560.00 of original Contract# 13-0903 Termination Date: 09/30/2014

Reason: contract for youth employment, storm water and watershed improvement services

Amount \$ 2,897.31 amendment # 1 Termination Date: 09/30/2014

Reason: youth labor support services for set-up/take down for city's 2014 Fishing Derby

Amount \$ NA amendment # 2 Termination Date: 09/30/2015

Reason: extend term in order to procure additional year of services

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$49,457.31



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP RFQ Sole Source Other

6 **Procurement History:** Amend to renew contract for second year of services.
example: (First year of 4 year contract)

7 **Funding Source:** storm water **BU/Line Item:** 22401.51031

8 **Any out-of-the ordinary or unusual issues or concerns:**
None (memo attached)
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Brian Drypolcher Phone # 955 6840

Division Contract Administrator: Sarah Yuma

Division Director: Eric Martinez *EM*

Department Director: Isaac J. Pino, PE

10 **Certificate of Insurance attached.** (If original Contract)

11 **Description of your efforts to reduce the cost of the contract including information on efforts to obtain other quotes for the contracted activity:** RFP #14/03/P was issued to obtain alternative competitive proposals.

12 **Prior year's contract amount?:** \$46,560.00

13 **Describe service impact from an ongoing commitment to the contractor:** continuity of service and ongoing, functional working relationship

14 **Why staff cannot perform the work?:** YouthWorks labor services supplement staff labor on field projects

15 **If extending contract, why?:** There is a continued need for on-call labor for storm water and watershed improvement projects

16 **Was a Santa Fe company awarded contract? If not, why?:** Yes

17 **Has the contract has been approved as to form by City Attorney's Office?:** Yes

18 **Is this for City Manager or Council approval?:** City Manager

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____