

## Santa Fe County Purchasing Process Request Form

**Date Submitted:** March 9, 2026

**Requesting User Agency:**  
CMO/HR

**Name & Phone of Contact Person:** Valerie Aghaei Park  
505 995-6507

**Contract Tracking #/Buyer (Purchasing):** 2026-0272-HR

**BCC Approval?**  Yes  No

If yes, please indicate date

**AGENCY REQUEST:** (Lease, MOU, Grant, Professional Services Agreement, Construction, Application, etc.) Describe the County, Public and/or Agency need. Describe what you are attempting to purchase, obtain or accomplish. Attach additional information relating to your request (scope of work, specifications, bid items on etc.)

This is the same summer PED/Student Enrichment program the County has supported successfully for the past 2 summers. This year PED has hired a contractor to administer the program for the entire state, this agreement is to document our participation in the program and our support of receiving 30 summer students to learn about working in local county government. NO MONEY IS REQUESTED. The contractor is responsible for paying students and will be the employer of record. The contract is to document our participation, and the responsibility (pay, taxes, training, workers comp, insurance....). Manager Shaffer has expressed support for this program for the 2026 summer season. The program is 8 weeks long; 30 students will be assigned by the contractor to work with SFC. Students will work on average 15 hours per week and will work in a variety of departments.

**Does this request require IT approval?**  Yes  No **If yes, is the approved work order attached?**  Yes  NA

**PURCHASING STATUS:** Reviewed by Bill Taylor

**FINANCIAL / BUDGETARY INFORMATION:** (If applicable, include a breakdown of project cost estimates; is funding already appropriated? If this action will result in revenue to the County, include the total compensation and timetable. Include funding information (GF, GRT, Grant, Grant Match, In Kind requirements, etc.)

<u>Grants</u>	<u>Capital, Fund &amp; Cost Center Approval</u>	<u>Budget Approval:</u>
Is this grant related? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Is this a capital project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>\$0.00</b>
If yes: provide fund(s) _____	Capital approval: _____	
Grant approval: _____	Fund/Cost Center approval: _____	

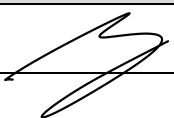
Please provide account number(s) for this request:

**LEGAL FORM:** (Is this a new contract or an amendment or change of a previously submitted procurement or contract? Identify any known liabilities and/or risks to the County.

**LEGAL APPROVAL:** (sign and date)

**FINANCE DIRECTOR APPROVAL:** (sign and date)

**COUNTY MANAGER APPROVAL:** (sign and date)



Gregory S. Shaffer, County Manager 5/14/2026

## GOVERNMENTAL ENTITY EMPLOYER INTERN HOSTING AGREEMENT

**THIS AGREEMENT** is entered into on May 14, 2026, between **Education at Work, LLC** (hereinafter “E@W”), and **Santa Fe County**, a political subdivision of the state of New Mexico and a governmental entity (hereinafter “Government Entity Contractor”).

### WITNESSED:

**WHEREAS**, E@W receives funding from the State of New Mexico Public Education Department (“NM PED”) to administer a summer internship program (hereinafter the “Program”);

**WHEREAS**, the Program is for youth ages 14 or older who are current high school students in school year 2025 - 2026;

**WHEREAS**, the Program is an education program designed to provide real-world experiences and exposure to a variety of professions from diverse employers and organizations throughout the State;

**WHEREAS**, the Governmental Entity Contractor applied to mentor youth (hereinafter “interns”) in its place of business for the duration of the Program;

**WHEREAS**, the Governmental Entity Contractor has been selected to mentor interns for the duration of the Program.

**NOW, THEREFORE**, in consideration of the premises and mutual obligations herein the parties agree as follows:

#### 1. Scope of Services

The Governmental Entity Contractor shall:

- a. Participate in mentor training as requested;
- b. Provide real-world experience to intern while exercising control and supervision over such intern as the intern performs duties that public employees are requested, required or authorized to perform by the Governmental Entity Contractor;
- c. Provide regular supervision and mentorship of the intern for on-site hours, and reach out to Internship Coordinator for any issues as IC is primary supervisor;
- d. Provide clear, detailed directions, and set clear expectations for interns;
- e. Review progress with interns periodically;
- f. Work with interns to coordinate and control work schedules;
- g. Ensure interns do not work more than 25 hours per week;
- h. Ensure that interns perform only duties that the Governmental Entity Contractor is authorized to perform and are for the furtherance of the interests of the Governmental Entity Contractor and,

i. Report any disciplinary action regarding an intern and provide a written report of the incident to intern program coordinator.

2. Term

This Agreement shall become effective upon signature of the parties and shall be in effect for three (3) years.

3. Termination for Cause

If, through any cause, the either party fails to fulfill its obligations under this Agreement in a timely and proper manner, or if either party violates any of the covenants, agreements or stipulations of any part of this Agreement, either party shall have the right to immediately terminate the Agreement. Cancellation shall be done by giving written Notice of Cancellation to the other party and shall include the effective date of cancellation.

The official address of E@W is:

33 Arch Street, Suite 2100, Boston MA 02110

Attn: Ismail Khan

The official address of the Governmental Entity Contractor is:

**Santa Fe County**  
**Attn: Valerie Aghaei Park, HR and Risk Management**  
**Department Director**  
**102 Grant Ave**  
**Santa Fe, NM 87504-0276**

4. Termination for Convenience of E@W

Either party may terminate this Agreement at any time by giving at least five (5) calendar days' notice in writing to the other party.

5. Compensation

Governmental Entity Contractor will not be compensated for providing services under this Agreement. In exchange for receiving interns under the Program, Governmental Entity Contractor shall provide the services identified in 1(a)-(i) above. Under no circumstance shall Governmental Entity Contractor benefit or receive a value from the intern greater than the services it provides.

6. Intern compensation and scope of summer internship program. E@W is solely responsible for compensating interns as seasonal part-time employees (W2). E@W will secure work permits for any interns 16 years or younger. The summer internship program is being operated by E@W with direct instructions from the NM PED.

7. Independent Contractor

Neither the Governmental Entity Contractor nor its employees are considered to be employees of E@W for any purpose. The Governmental Entity Contractor is considered to be an Independent Contractor at all times in the performance described herein. The Governmental Entity Contractor further agrees that neither it nor its employees are entitled to any benefits

from E@W under the provisions of the Worker's Compensation Act of the state of New Mexico, or to any of the benefits granted to employees. The Governmental Entity Contractor shall not

accrue leave, retirement, workers' compensation benefits, insurance, bonding, use of E@W vehicles, or any other benefits afforded to employees of E@W, as a result of this Agreement. E@W shall provide no liability coverage to the Governmental Entity Contractor. The Governmental Entity Contractor acknowledges that all sums received hereunder are reportable for income tax purposes as applicable for self-employment or business income, and New Mexico Gross Receipts Tax.

## 8. Personnel

- A. The Governmental Entity Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services as described under this Agreement. Such personnel shall not be employees of or have any contractual relationships with E@W.
- B. The services required hereunder will be performed by the Governmental Entity Contractor or under its supervision and all personnel engaged in performing the services shall be fully qualified and shall be authorized or permitted under federal, state and local laws to perform such services.

## 9. Insurance

### A. General

It is the intention of the parties hereunder that the intern performs duties as a public employee that are requested, required or authorized to perform by the Governmental Entity Contractor and under the Governmental Entity Contractor's control. The Governmental Entity Contractor represents, warrants and covenants that it has insurance coverage for all risks for which immunity has been waived under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, as amended, and in sufficient amounts as required by New Mexico law.

The Governmental Entity Contractor shall procure and maintain during the life of this Agreement insurance coverage of the kinds and in the amounts listed herein. The Certificates of Insurance must be issued by insurance companies authorized to do business in the State of New Mexico and shall cover all performance under this Agreement whether completed by the Governmental Entity Contractor, its employees, or by subcontractors. Before commencing the Services, the Governmental Entity Contractor/Vendor shall furnish to E@W a **certificate of insurance and or proof of insurance** in a form satisfactory E@W showing that it has complied with this Section. E@W's acceptance of the certificate of insurance shall not relieve Governmental Entity Contractor of any of the insurance requirements set forth below, nor decrease the liability of Governmental Entity Contractor.

- 1 Workers' Compensation: Applicable to Contractor (Host site) employees.  
E@W provides workers' compensation insurance to its employees (Interns)

Part I. Workers' Compensation – Statutory

Part II. Employers' Liability - \$1,000,000

The Governmental Entity Contractor shall comply with the provisions of the Workers' Compensation Act of the State of New Mexico, (the "Act"). If the Governmental Entity Contractor has determined that it is not subject to the Act, it will certify, by signing and notarizing the Workers Comp Statement, that it is not subject to the Act. The Governmental Entity Contractor will notify E@W and comply with the Act should it employ three or more persons during the term in providing services to E@W. If the Governmental Entity Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the services provided by the Governmental Entity Contractor may be terminated effective immediately.

10. Background Checks

Governmental Entity Contractor represents and warrants that any person having direct, one to one unsupervised contact with any participating intern shall have completed and passed current background check(s) prior to executing this Agreement. E@W will perform the background checks for those having direct unsupervised contact with any participating intern. The Governmental Entity Contractor is responsible for providing E@W with any requested information required to perform the background checks, including but not limited to the individual's name, email, and phone number.

11. Scope of Agreement

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

12. Code of Conduct

The Governmental Entity Contractor agrees to abide by the Code of Conduct of E@W as it applies to Contractor's interactions with E@W. Any violation of the Code of Conduct shall be considered a breach of this Agreement.

13. Compliance with Applicable Law

The Governmental Entity Contractor shall comply with all applicable state, federal, municipal and county laws, rules and ordinances.

14. Waiver

No waiver of any breach of any of the terms or conditions of this Agreement shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

15. Equal Opportunity Compliance

The Governmental Entity Contractor agrees to abide by all federal and state laws and regulations pertaining to equal employment opportunity. If Governmental Entity Contractor is found to be not in compliance with these requirements during the life of this Agreement, it agrees to take appropriate steps to correct these deficiencies.

16. Law

The Governmental Entity Contractor agrees to comply with and is responsible for ensuring compliance with all local, State, and Federal laws, including but not limited to the New Mexico Human Rights Act, Title VII of the Civil Rights Act of 1964, labor laws, and FLSA Child Labor Rules.

Additionally, the Governmental Entity Contractor is responsible for maintaining all industry standards, industry compliance requirements, and only allowing interns to participate if all laws, standards, and requirements can be met and followed.

17. Compliance

The Governmental Entity Contractor agrees to provide an environment free from all types of harassment. The Governmental Entity Contractor shall not allow any intern to operate power tools or power equipment; excavation; heavy equipment; or motor vehicles. Where the intern role requires the intern to be a passenger in any motor vehicle owned or operated by the Governmental Entity Contractor or its employees, Governmental Entity Contractor shall maintain automobile liability insurance in amounts reasonably acceptable to E@W and ensure that any employee operating such vehicle has a valid driver's license and a satisfactory driving record. In addition, Governmental Entity Contractor shall have a signed "ride-along" form from parent or guardian for interns younger than eighteen years of age or from interns eighteen or older.

Equipment

Should the Governmental Entity Contractor provide any equipment to any intern under this Program, Governmental Entity Contractor shall be responsible for ensuring return of said equipment. E@W shall not bear any responsibility for the return of any materials or equipment provided pursuant to this Agreement.

18. Changes

E@W may, from time to time, request changes in the Scope of Services to be performed hereunder. This Agreement shall not be altered, changed or amended except by an instrument in writing executed by the parties hereto.

19. Assignability

The Governmental Entity Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of E@W.

20. Construction and Severability

If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

21. Fax or electronic signature

A signature sent by fax or electronically shall have the same legal effect as if the original has been signed in person. This provision will apply to all documents associated with this Agreement.

THIS SPACE INTENTIONALLY BLANK. SIGNATURES ON FOLLOWING PAGE.



Exhibit A

Total number of Internship placements 30

## **Exhibit B**

### **Prohibited Job Classes & New Mexico Child Labor Laws**

The following is the list of the **Prohibited Classes of work for Interns** (per EAW insurance requirements)

- Heavy Driver Exposures (i.e. Truckers, livery, bus operations, etc.) – 75% or more of a client’s payroll coming from over-the-road exposure, regardless of operation, constitutes “heavy.” A transportation company delivering within a local radius with vehicle types that are medium or smaller can be referred to the Reinsurer.
- Professional Sports Teams
- Coverage for employees that are not subject to a state workers’ compensation act; including those regularly employed outside of the United States
- Employees paid per piece or per item
- Contractors that use subcontractors but do not have certificates of insurance on file for some or all such subcontractors, regardless of the percentage of subcontractors that do not have certificates of insurance on file
- Wrap-up Projects; including OCIPs and CCIPs
- Policyholders with United States Federal-based exposures, including: USLH, Maritime, FELA, Jones Act, and Outer Continental Shelf Lands Act, or Defense Base Act
- Clients with operations encompassing NCCI Hazard Group G
- Chemical manufacturing, mixing, or blending
- Hazardous Waste/Hazardous Material Handling Operations
- Construction work 3 stories or higher – If client normally does work on building three stories or less but is offered a job that involves a building higher than three stories then must refer to the Reinsurer
- Logging, Lumbering, Sawmills
- Underground Mining
- Known occupational disease exposure, not including COVID-19, which is addressed separately below
- Aviation and Commercial Airline Employees and crew
- Abatement Contractors
- Railroad or subway operations
- Explosives, munitions or pyrotechnics handling
- Petrochemical manufacturing or distribution
- Nuclear Operations
- Group transportation of employees (four or more employees)
- Emergency Personnel including Police, Fire and Ambulance
- Foundries
- Firearm use in Employment
- Amusement Parks
- Demolition/Wrecking Operations
- Private Detention Facilities or facilities serving as alternatives to incarceration
- Day labor service firms or unaffiliated PEO operations
- Underwater work
- Any confined space exposure (i.e. grain elevators, underground tunnels, storage tanks)
- Manufacture, distribution, sale, serving, or furnishing of Cannabis/Marijuana, or related products and paraphernalia
- Class code 9084 (and equivalent non-NCCI state class codes) as well as any operations engaged in adult entertainment, including: adult motion picture production; escort services; strip clubs; cabaret.
- Any risk involved in the construction or operation of any coal-fired plant; any risk involved in the mining of thermal coal; or any utility that generates any of their energy from coal
- COVID-19:
  - Employees engaged in cleaning or sanitizing third-party offices, retail space, healthcare facility, or other locations to remove COVID-19 virus or other contaminants;
  - Employees who would be expected to work in close proximity to persons exposed to, or infected with, COVID-19, including but not limited to hospitals, urgent care facilities, nursing homes, and non-profit community assistance programs

FOR COMPLETE INFORMATION, VISIT OUR WEBSITE AT [WWW.DWS.STATE.NM.US](http://WWW.DWS.STATE.NM.US)

## CHILD LABOR LAW

Teen workers comprise a large percentage of our workforce today. Young people are ready to work and anxious to obtain work experience. In an effort to provide work experience and protect our youth, certain laws have been enacted which establish standardized working conditions for minors. When both state and federal laws apply, the law setting the more stringent standard must be observed.

## ISSUANCE OF WORK PERMITS

Work permits are issued to the child and shall be issued only by: school superintendents, school principals, designated school officials, or the director of the Labor Relations Division of the New Mexico Department of Workforce Solutions or the director's designee.

**A work permit is required by state law for the employment of children under 16 years of age at all times.**

Satisfactory proof of age of the child must be provided at the time of issuance. Examples of proof of age include but are not limited to: birth certificate, Tribal ID, passport, and government issued identification.

A work permit will be in force for a period of **one year from the date of issuance**. The work permit may be renewed at expiration by the official authorized to issue such certificates for a period not exceeding one year.

## PROHIBITED OCCUPATIONS

*For minors age 14-15, established by the Fair Labor Standards Act (FLSA)*

### Occupations involving:

- Mining
- Manufacturing
- Processing, including laundry and dry cleaning
- Duties in workrooms
- Public messenger service
- Hoisting apparatus or any power-driven machinery
- Power-driven mowers/cutters
- The use of auto pits, racks, and lifting apparatus

### Occupations in connection with:

- Transportation of persons or property
- Warehousing and storage
- Communications
- Public utilities
- Construction

### Occupations in retail food or gas service establishments:

- Work in boiler/engine rooms
- Maintenance/repair of machines and equipment
- Outside window washing
- Cooking and baking
- Operating, setting up, adjusting, cleaning, oiling, or repairing power-driven food slicers, grinders, choppers, and mixers
- Work in freezers/coolers
- Loading and unloading goods

*\* and any occupations found and declared hazardous by FLSA.*

### Hour Limitations

*Minors 14-15 years of age may NOT be employed:*

- during school hours
- before 7:00 am or after 7:00 pm, except from June 1<sup>st</sup> through Labor Day when evening hours are extended to 9:00 pm
- more than 3 hours a day — on a school day
- more than 18 hours a week — in a school week
- more than 8 hours a day — on a non-school day
- more than 40 hours a week — in a non-school week

*There are no hour or time restrictions for minors 16 years of age and older.*

## PROHIBITED HAZARDOUS OCCUPATIONS

*For minors age 16-17, established by the Fair Labor Standards Act (FLSA)*

### Occupations involving or in connection with:

- Explosives
- Motor-vehicle drivers
- Mining, including coal mining
- Logging, including sawmill
- Power-driven wood working machinery
- Radioactive substances
- Hoisting apparatus
- Elevators, cranes, derricks, hoists, and high-lift trucks
- Roofing occupations and excavation operations
- Metal forming, punching, shearing machines
- Slaughtering/meat packing
- Power-driven bakery machines
- Paper product machines
- Manufacture of brick, tile, and kindred products
- Circular saws, band saws, and guillotine shears
- Wrecking, demolition, and ship breaking

EAW

Code of Conduct

Status **Active** PolicyStat ID **18093161**

Origination 01/2010  
 Last 05/2025  
 Approved

Owner [Erica McNammar](#)

Effective 05/2025  
 Last Revised 05/2025  
 Next Review 05/2026

## Standards of Conduct

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**Audience** Corporate

### Background/Description

All team members are expected to conduct the business of EAW with honesty and integrity, in accordance with high ethical standards, and to maintain confidentiality regarding work matters, as appropriate. All team members are also expected to satisfactorily perform the duties of their jobs, including the maintenance of standards of workmanship and productivity, in a professional manner and with respect and concern for the company, their coworkers, and EAW's customers.

### Policy

It is the policy of EAW to establish reasonable standards of conduct to promote the safety and welfare of all team members and to protect the interests of the company.

Failure to comply with the standards set forth in this policy may result in corrective action, up to and including termination. Corrective measures will be commensurate in severity with the negative effect of the team member's conduct upon the company, its team members, its customers, and its reputation in the community.

The corrective action policy should be used as a guideline if action is warranted.

## APPLICABILITY

This policy applies to all EAW team members. This policy is not all-inclusive, and EAW reserves the right to define additional standards of conduct for its team members.

## STANDARDS OF CONDUCT

All team members will comply with the policies and procedures of the company, whether written or implied, and with all required government and regulatory practices.

All EAW departments will work to provide quality customer service to all EAW clients and to ensure that clients are assisted in an effective and timely manner. All team members will comply with established Procedures, providing EAW clients with prompt and efficient attention to problems, issues, or concerns.

### **All team members will refrain from the following:**

- Deliberate or negligent damage to or theft of company property, the property of fellow team members, or the property of guests, visitors, vendors, or customers of EAW.
- Interfering with, obstructing, or otherwise hindering production or work performance.
- Use of inappropriate language and/or disparaging remarks against team members, visitors, vendors, or customers of EAW.
- Originating or spreading false or damaging reports concerning team members or the company.
- Failing to comply with company health, fire, safety, and traffic rules, instructions or practices, and failing to cooperate during an investigation thereof.
- Theft or dishonesty in matters relating to job performance or the conduct of the company's business, including falsification of personnel records or information, customer records, government records and business records or documents of any kind.
- Possession or threatened use of any firearms, dangerous weapons, explosive materials, or instruments designed or intended to coerce or inflict bodily injury while on company property, including buildings or office space owned or leased by EAW - unless engaged in an authorized security position.
- Personal misconduct is detrimental to EAW's public image and undermines public confidence in the company.
- Possession, use, sale or purchase of drugs prohibited by law while on company premises or while representing EAW in any capacity. The only exception to this standard is the use of drugs prescribed by a licensed physician in compliance with medical instructions.
- Possession, consumption, or being under the influence of a controlled substance or alcohol while at work. The only exceptions to this standard are management-sanctioned EAW

functions at which the serving of alcoholic beverages is authorized and controlled by a senior officer of EAW.

- Gambling, disorderly conduct, horseplay, or behavior that infringes upon common decency, including the use of abusive or obscene language, gestures, or documents.
- Physical fighting or any other form of bodily assault or threat thereof while on company premises or while engaging in company business, for any reason, regardless of intent or result.
- Use of company time to conduct personal business, or the use of company facilities, tools, equipment or services for personal gain.
- Sleeping, loafing, or idleness during working hours.

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- Interference with disobedience toward, or failure to carry out any reasonable direction from a supervisor including the refusal to perform a work-related task assigned by a manager or supervisor.
- Excessive or unwarranted absences from work, failure to give proper notification to management about absences, or excessive tardiness.
- Leaving the workplace during scheduled working hours for other than assigned duties without management's approval, except in the case of an emergency.

Any person involved with an EAW program having **contact with a child or student**:

- EAW takes the protection of children seriously and, as such, has created a program of communication, training, background checks and interviewing in order to select candidates who are less likely to harm children involved in its programs.
- EAW will not tolerate any abuse of a child or student in any way including but not limited to physical, emotional, sexual or verbal abuse.
- All claims of abuse are to be taken seriously and treated confidentially by EAW. Any claims, accusations or suspicions shall be reported directly to the EAW team member in charge of the program. The EAW team member receiving the report will in turn notify EAW's Vice President of People & Culture. Other officials will be notified as necessary or required by law. Anyone found to have abused a child will be terminated.

Violation or failure to comply with **EAW's security regulations and practices**. This includes:

- Disclosing to any unauthorized person(s) including other EAW staff, business or related information such as system passwords or other proprietary and/or borrower information that EAW considers to be of a confidential nature without written authorization from a designated senior officer.
- Tampering with or giving the company ID card, building access information or other identification to any person not entitled to it.

- Attempting to enter, enter, or assisting any unauthorized person in entering the company's premises or restricted areas without approval from management.
- Removing or attempting to remove EAW's property (documents, software, equipment, tools, furniture, etc.) from company premises without proper authority.
- Use or disclosure of inside and/or borrower information for personal financial gain or to enable any other person or business to make such gain, or unauthorized disclosure of confidential company information of any kind for any purpose.
- Making illegal contributions, bribes, "kickbacks" or payments to anyone in order to obtain favorable treatment, whether for business or personal gain, or for any other purpose.
- Violation of any of EAW's policies and procedures, either written or implied.

## Recent Changes

This is not a change in policy as much as a recording of existing policy.