

## 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 3/30/2026

## PROGRAM OPERATOR SERVICES AGREEMENT

*(Summer Internship Program – New Mexico)*

This Program Operator Services Agreement (this “Agreement”) is entered into as of the date of last signature by the Parties to this Agreement (the “Effective Date”), by and between Education at Work LLC, a Massachusetts limited liability company, with a principal place of business at 33 Arch Street, Suite 2100, Boston MA 02110 (“EAW”), and **Santa Fe County** (“Operator”), with a principal place of business at: **240 Grant Avenue, Santa Fe, NM 87501**. EAW and Operator may be referred to individually as a “Party” and collectively as the “Parties.”

### 1. BACKGROUND; PURPOSE.

**1.1 Program Context.** The State of New Mexico has issued a request for proposals for an enhanced summer internship program (the “Program”). EAW has been awarded the Program by the applicable agency/contracting entity (the “Agency”) and has entered into a prime agreement with the Agency for implementation of the Program (the “Prime Agreement”). For purposes of this Agreement, “Agency” means Regional Education Cooperative 9 (“REC 9”) and/or the New Mexico Public Education Department (“PED”), as applicable under the Prime Agreement.

**1.2 Operator Role.** Operator has historically supported and/or operated aspects of summer internship programming in its community. Under this Agreement, Operator will support the Program by performing the services and deliverables described in the statement of work attached as Exhibit A (the “SOW”). The Operator will use the program enhancement funding for the direct support of the program only and is prohibited to use it for any lobbying, political activity, alcoholic beverages or any purpose not related to the Program.

**1.3 Subcontract Relationship.** The Parties intend that Operator will perform the SOW services as a subcontractor to EAW for purposes of the Prime Agreement, and that EAW will remain primarily responsible to the Agency for overall Program administration and performance.

### 2. DEFINITIONS.

In addition to terms defined elsewhere, the following definitions apply:

**2.1 “Intern(s)”** means students participating in the Program.

**2.2 “Placement Site(s)”** means the internship host site(s) and/or employer(s) identified for Intern placements.

**2.3 “Student Data”** means any information relating to an identified or identifiable Intern (or applicant), including education records and any data elements associated with rosters, enrollment, placement, attendance, performance, identifiers, date of birth, student IDs, and similar information.

**2.4 “Program Materials”** means any materials, deliverables, records, templates, site materials, job descriptions, syllabi, documentation, forms, communications, reports, and other items developed,

acquired, compiled, or provided in connection with the Program and/or SOW (including any modifications or derivatives thereof), whether in tangible or electronic form.

2.5 **“Child Labor Laws”** means all applicable federal, state, and local laws, rules, guidance, and permitting requirements governing the employment of minors in New Mexico, including applicable New Mexico Department of Workforce Solutions (NMDWS) requirements, permitted/prohibited occupations, hour restrictions (if any), and work permit requirements. Please refer to Exhibit B for a summary of New Mexico child labor laws and a list of prohibited jobs for Interns.

### **3. SCOPE OF SERVICES.**

3.1 **Services.** Operator will perform the services, responsibilities, and deliverables described in the SOW. Operator will perform such services in a professional and workmanlike manner, consistent with applicable laws and reasonable industry standards for similar programs. The Parties may add additional statements of work (each, an “Additional SOW”) by executing a written addendum signed by both Parties. Each Additional SOW will be incorporated into and governed by this Agreement.

3.2 **No Other Obligations.** Except as expressly stated in this Agreement and the SOW, neither Party is obligated to perform services outside the SOW or to pay any fees or charges not expressly set forth in the SOW.

3.3 **Coordination.** Operator will reasonably coordinate with EAW (and, as applicable, with Placement Sites and other Program stakeholders) to support Program execution, including by meeting reasonable deadlines and responding in a timely manner to requests for information needed to meet SOW and Agency deliverables.

3.4 **EAW Cooperation.** EAW will provide Operator reasonable cooperation and information necessary for Operator to perform the SOW, including Program templates, timelines, and instructions that EAW receives from the Agency and that are applicable to Operator’s responsibilities.

### **4. FEES & PAYMENT.**

4.1 **Fees.** EAW will pay Operator the fees described in the SOW (the “Fees”) for Operator’s performance of the SOW services. Operator will use the program enhancement funding for the direct support of the program only and is prohibited to use it for any lobbying, political activity, purchase of alcoholic beverages or any purpose not related to the Program.

4.2 **Payment Schedule.** The payment schedule is set forth in the SOW.

4.3 **Disputed Amounts.** If EAW disputes an invoice in good faith, EAW will notify Operator with reasonable detail. The Parties will work in good faith to resolve disputes promptly. EAW will pay any undisputed portion in accordance with Section 4.3.

4.4 **Appropriations; Agency Funding.** Operator acknowledges that EAW’s payment under the Prime Agreement is subject to Agency acceptance and the availability of appropriated funds. Accordingly, EAW’s obligation to pay Operator is conditioned on EAW’s receipt of payment from the Agency for the applicable Program services, and EAW may reasonably delay payment to Operator to the extent the

Agency delays, withholds, or denies payment for reasons not caused by EAW (including appropriations, audit, or Agency dispute processes). If the Prime Agreement is reduced or terminated due to appropriations or Agency direction, EAW may suspend or reduce the SOW accordingly, and EAW will pay Operator for services properly performed and accepted through the effective date of such reduction/termination to the extent EAW receives corresponding payment from the Agency for such services.

## **5. AGENCY REQUIREMENTS; PRIME AGREEMENT FLOW-DOWNS.**

The Parties acknowledge that EAW's obligations under the Prime Agreement require certain flow-down commitments from Operator. Operator agrees as follows:

### **5.1 Agency Approval; Disclosure.**

(a) **Approval.** Operator acknowledges that EAW may be required to obtain Agency approval of this Agreement and/or the Operator relationship. Operator will reasonably cooperate with EAW in providing information necessary for such approval.

(b) **Disclosure to Agency.** Operator expressly authorizes EAW to disclose this Agreement (including the SOW), related statements of work, amendments, invoices, deliverables, and Program records to the Agency as required or reasonably requested in connection with the Prime Agreement, audits, monitoring, compliance with applicable laws, and reporting obligations.

(c) **No Confidentiality Against Agency.** To the extent any provision of this Agreement could be construed to restrict disclosure to the Agency, such restriction will not apply to disclosures described in this Section 5.1.

(d) **No Privity; No Direct Payment.** Operator acknowledges that this Agreement does not create any contractual relationship between Operator and the Agency, and Operator will look solely to EAW for payment for the SOW services. Nothing in this Agreement creates any direct payment obligation of the Agency to Operator.

**5.2 Program Deliverables Support.** To the extent required to enable EAW to satisfy the Prime Agreement and the deliverables described in the SOW, Operator will provide EAW timely, accurate Placement Site and internship details reasonably requested by EAW, including as applicable: (i) internship titles and descriptions, (ii) Placement Site information, (iii) supervisory and contact details, (iv) confirmation of placements and start dates, and (v) information required for intern rosters and site-level templates as required under the Prime Agreement and/or Agency instructions. Operator will reasonably cooperate to correct and re-submit information if EAW identifies errors or missing fields. For clarity, this Section 5.2 is intended to support (and not expand) Operator's obligations under the SOW; in the event of a conflict regarding the nature or scope of Operator deliverables, the SOW will control.

### **5.3 Student Data; FERPA.**

To the extent Operator receives, accesses, or processes Student Data, Operator agrees as follows:

(a) **Compliance.** Operator will comply with all applicable laws governing Student Data, including the Family Educational Rights and Privacy Act (FERPA), to the extent applicable, and any Agency policies communicated to EAW and flowed down to Operator in writing.

(b) **Use Limitation.** Operator will use Student Data solely to perform its obligations under this Agreement and for no other purpose.

(c) **Limited Disclosure.** Operator will not disclose Student Data to any third party except: (i) to EAW; (ii) to the Agency if required under Section 5.1; or (iii) as required by law, provided Operator gives EAW prompt notice (to the extent legally permitted) and cooperates in seeking confidential treatment or protective measures.

(d) **Safeguards.** Operator will implement and maintain reasonable administrative, technical, and physical safeguards to protect Student Data against unauthorized access, use, or disclosure.

(e) **Incident Notice.** Operator will promptly (and in any event within 48 hours) notify EAW in writing of any actual or reasonably suspected unauthorized access to or disclosure of Student Data and will cooperate with EAW and the Agency in remediation, notices, and mitigation.

(f) **Return/Destruction.** Upon EAW's request or upon termination/expiration, Operator will return or securely destroy Student Data in its possession or control, except to the extent retention is required by law (in which case Operator will continue to protect it under this Agreement).

(g) **Certification.** Operator will certify compliance upon request.

(h) **Subcontractors.** Operator will ensure any approved subcontractor/third party with access to Student Data is bound in writing to obligations no less protective than this Section 5.3.

**5.4 Publicity and Communications.** Operator will not issue press releases, public announcements, social media posts, marketing materials, or other substantial public communications about the Program, the Prime Agreement, the Agency, or EAW's role in the Program without EAW's prior written approval (email acceptable). This does not restrict routine communications necessary to operate the Program at the local level that do not publicize or market the Program broadly, provided such communications are consistent with EAW's reasonable guidance.

#### **5.5 Records; Audit and Monitoring Support.**

(a) **Records.** Operator will maintain complete and accurate records reasonably sufficient to substantiate Operator's performance under the SOW and the basis for Fees, including but not limited to placement counts, confirmations, and supporting documentation relevant to invoicing.

(b) **Retention.** Operator will retain such records for at least five (5) years after the later of (i) Program completion or (ii) final payment under this Agreement, unless a longer period is required by law or Agency direction (as communicated by EAW).

(c) **Cooperation.** Operator will reasonably cooperate with EAW and the Agency in audits, monitoring, site visits, or information requests relating to Operator's SOW responsibilities and Fee basis, including by timely producing relevant records.

**5.6 Inspection of Public Records Act (IPRA) Considerations.** Operator acknowledges that the Agency and/or Operator may be subject to public records laws, including New Mexico's Inspection of Public Records Act (IPRA). Operator agrees to reasonably cooperate with EAW and/or the Agency in responding to lawful records requests to the extent such requests relate to Operator's performance under this Agreement, subject to applicable law and any legally available confidentiality protections.

### 5.7 Product of Service; Agency Ownership; No Copyright.

(a) **Agency Property.** All Program Materials developed, acquired, compiled, or provided by Operator under or in connection with the Program (whether alone or jointly with others) will become the property of the Agency upon creation or acquisition and will be delivered to EAW and/or the Agency upon request and no later than the termination or expiration of this Agreement (or earlier as required by the Prime Agreement or Agency direction).

(b) **No Copyright / No Restrictive Rights.** Operator will not assert copyright, ownership restrictions, or other proprietary claims that would limit the Agency's or EAW's use, reproduction, modification, distribution, public display, or other exploitation of Program Materials for Program, reporting, evaluation, compliance, and related governmental purposes.

(c) **Moral Rights Waiver.** To the extent Operator has any "moral rights" or similar rights in Program Materials, Operator waives and agrees not to assert such rights against EAW, the Agency, or the State of New Mexico, to the fullest extent permitted by law.

(d) **Pre-Existing Materials.** As between EAW and Operator, each retains ownership of its pre-existing materials, tools, templates, and know-how ("Background IP"); however, all Program Materials remain subject to this Section 5.8, and any Background IP incorporated into Program Materials is provided under the license below. If Operator uses any pre-existing materials not created under the Program, Operator grants to EAW, the Agency, and the State of New Mexico a perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify, distribute, and create derivative works of such materials to the extent incorporated into or necessary to use the Program Materials.

(e) **Further Assurances.** Operator will execute further assurances reasonably requested to confirm and vest rights in EAW/Agency.

(f) **Public Use.** Operator will not cite to or publicly use Program Materials (including any data or reports) developed under the Program without EAW's or Agency's written approval.

**5.8 Assignment & Subcontracting by Operator.** Operator will not assign this Agreement, delegate or subcontract any material portion of its SOW responsibilities without EAW's prior written approval. Operator remains responsible for the acts and omissions of any approved subcontractors.

## 6. CONFIDENTIALITY.

**6.1 Mutual Confidentiality.** Each Party may receive Confidential Information of the other Party.

"Confidential Information" means non-public information disclosed by or on behalf of a Party that is designated confidential or that reasonably should be understood to be confidential given its nature and the circumstances of disclosure. Confidential Information includes Student Data (subject to Section 5.3).

**6.2 Protection; Permitted Use.** The receiving Party will: (a) use the disclosing Party's Confidential Information solely to perform or receive performance under this Agreement; (b) protect it using at least the same degree of care it uses to protect its own confidential information of similar sensitivity (and no less than reasonable care); and (c) limit access to those personnel who need to know and are bound by confidentiality obligations.

**6.3 Exclusions.** Confidential Information does not include information that the receiving Party can demonstrate: (a) is or becomes publicly available without breach; (b) was known by the receiving Party without confidentiality obligation before receipt; (c) is independently developed without use of the Confidential Information; or (d) is rightfully received from a third party without confidentiality obligation.

**6.4 Required Disclosures; Agency Disclosures.** Confidentiality obligations do not restrict disclosures: (a) to the Agency as permitted/required under Section 5.1; (b) required by law, court order, or governmental request (including IPRA), provided the receiving Party gives prompt notice (if legally permitted) and reasonably cooperates in seeking confidential treatment; or (c) to professional advisors under confidentiality obligations.

## **7. COMPLIANCE WITH LAW.**

**7.1 General.** Each Party will comply with applicable federal, state, and local laws and regulations in performing its obligations.

**7.2 Policies and Program Rules.** Operator will comply with written Program policies, procedures, and reasonable directives provided by EAW that are necessary to satisfy the Prime Agreement and Agency requirements, including as applicable rules regarding student protection, site requirements, and reporting.

**7.3 Child Labor Compliance.** Operator will comply with all applicable Child Labor Laws in performing its obligations under this Agreement.

## **8. INDEPENDENT CONTRACTORS; NO AGENCY.**

**8.1 Independent Contractors.** The Parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, employment, or agency relationship between the Parties.

**8.2 No Authority to Bind.** Neither Party may bind the other or represent that it has authority to do so.

## **9. REPRESENTATIONS AND WARRANTIES.**

**9.1 Mutual Authority.** Each Party represents and warrants that: (a) it is duly organized, formed, or otherwise duly constituted under applicable law and is in good standing to the extent such concept applies to the Party; (b) it has full power and authority to enter into and perform this Agreement; and (c) this Agreement constitutes the legal, valid, and binding obligation of such Party, enforceable against it in accordance with its terms (subject to applicable bankruptcy, insolvency, and similar laws and to general equitable principles).

**9.2 Operator Performance Warranty.** Operator represents and warrants that it will perform the SOW services in a professional manner, consistent with applicable laws and Program requirements, and will not knowingly provide false or misleading information in connection with Program deliverables or invoicing.

**9.3 Compliance with Key Program Requirements.** Operator represents and warrants that: (a) it will comply with applicable laws in performing this Agreement (including Child Labor Laws and laws

applicable to Student Data), (b) in partnership with EAW it will not knowingly place an Intern in duties or roles prohibited for the Intern's age, and (c) it will maintain and enforce policies and practices reasonably designed to ensure compliance with Sections 5.3, 5.4 (if applicable), 7.3, and Exhibit B.

## **10. INSURANCE.**

**10.1 Insurance Coverage.** During the Term, Operator will maintain, at its own expense, insurance coverage customary for entities performing similar services and sufficient to cover its obligations and risks under this Agreement, which will include: (a) commercial general liability insurance (or equivalent coverage through self-insurance or a governmental risk pool) with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and (b) workers' compensation insurance as required by applicable law (or equivalent self-insurance program, if permitted). If Operator uses vehicles in performance of the SOW, Operator will also maintain automobile liability coverage with a combined single limit of not less than \$1,000,000.

**10.2 Evidence of Coverage.** Upon EAW's reasonable request, Operator will provide evidence of such coverage (e.g., certificate of insurance or similar evidence of coverage/self-insurance). Operator will provide EAW reasonable notice of any material cancellation or material reduction of coverage, to the extent practicable.

## **11. INDEMNIFICATION.**

**11.1 By Operator.** Operator will, to the extent permitted by New Mexico law, indemnify, defend, and hold harmless EAW and its affiliates, and their respective officers, directors, employees, and agents, from and against any third-party claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) Operator's breach of this Agreement; (b) Operator's negligence (including gross negligence) or willful misconduct of Operator Personnel, including in connection with the Program or Operator's performance of the SOW; or (c) unauthorized use or disclosure of Student Data by Operator.

**11.2 By EAW.** EAW will, to the extent permitted by applicable law, indemnify, defend, and hold harmless Operator and its officials, employees, and agents from and against any third-party claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) EAW's breach of this Agreement; or (b) EAW's gross negligence or willful misconduct.

**11.3 Process.** The indemnified Party will promptly notify the indemnifying Party of a claim (failure to promptly notify will relieve obligations only to the extent materially prejudiced). The indemnifying Party will control the defense and settlement, except it may not settle in a manner that imposes non-monetary obligations or admission of fault on the indemnified Party without consent (not unreasonably withheld). The indemnified Party may participate with counsel at its own expense. Operator will notify EAW in writing (email acceptable) as soon as practicable, but in no event later than two (2) days after Operator receives notice of any action, suit, or proceeding relating to the Program, Interns, or Placement Sites.

## **12. LIMITATION OF LIABILITY.**

**12.1 Exclusion of Certain Damages.** To the fullest extent permitted by law, neither Party will be liable to the other for any indirect, incidental, consequential, special, punitive, or exemplary damages arising out of or relating to this Agreement, even if advised of the possibility.

**12.2 Cap.** To the fullest extent permitted by law, each Party's total liability arising out of or relating to this Agreement will not exceed the total Fees paid or payable by EAW to Operator under this Agreement.

**12.3 Exceptions.** Sections 12.1 and 12.2 will not limit liability for: (a) a Party's gross negligence or willful misconduct; (b) unauthorized use/disclosure of Student Data (to the extent such limitations are prohibited by law); or (c) a Party's indemnification obligations under Section 11

### **13. TERM; TERMINATION; WIND-DOWN.**

**13.1 Term.** This Agreement begins on the Effective Date and continues until completion of the applicable SOW, unless terminated earlier in accordance with this Section 13 (the "Term"). The Parties acknowledge the Program is tied to timelines under the Prime Agreement and Agency direction.

**13.2 Termination for Convenience.** EAW may terminate this Agreement for convenience upon thirty (30) days' prior written notice to Operator. If the Prime Agreement terminates or Agency direction requires a wind-down, EAW may terminate on shorter notice reasonably necessary to comply with Agency direction.

**13.3 Termination for Cause.** Either Party may terminate this Agreement upon written notice if the other Party materially breaches and fails to cure within ten (10) days after notice (or within a shorter period if the breach is not reasonably curable within 10 days and the breaching Party fails to begin cure promptly and diligently pursue cure).

#### **13.4 Effect of Termination.**

(a) Operator will stop performing services as of the termination effective date, except for reasonable wind-down activities requested by EAW or by the Agency.

(b) EAW will pay Operator for SOW services properly performed and accepted through the termination date, subject to Section 4.5 and any rights of offset for overpayment or unsupported invoice amounts.

**13.5 Wind-Down; Transfer of Program Materials and Records.** Upon expiration or termination (for any reason), Operator will:

(a) within five (5) business days (or such shorter period as EAW reasonably requests due to Agency direction), promptly deliver to EAW (and/or the Agency if requested) all Program Materials and Program-related records in Operator's possession or control;

(b) provide reasonable transition assistance requested by EAW to preserve placements and protect Interns; and

(c) take such action as EAW reasonably directs for protection, preservation, retention, or transfer of Program Materials, Student Data (handled per Section 5.3), and records generated under this Agreement.

**13.6 Survival.** The following Sections shall survive termination or expiration of this Agreement: 5.1, 5.3, 5.5, 5.6, 5.7, 5.8, 6, 11, 12, 13.5, 13.6, and 14.

## 14. GENERAL.

**14.1 Notices.** All notices under this Agreement must be in writing and will be deemed given: (a) when delivered personally; (b) one (1) business day after being sent by a nationally recognized overnight courier (with written confirmation of receipt); (c) three (3) business days after being mailed by certified or registered mail, return receipt requested, postage prepaid; or (d) when sent by email to the recipient email address specified below so long as the sending Party does not receive an automated “undeliverable” or “bounce-back” notice (and, if requested, the sending Party will provide a copy of the sent email and transmission metadata reasonably evidencing delivery).

### **If to EAW:**

Ismail Khan / CFO

Email: ismail.khan@educationatwork.org

### **If to Operator:**

**[Name]:** Valerie Aghaei Park

**[Title]:** Human Resources & Risk Management Director

**[Address]:** 102 Grant Ave. Santa Fe, NM 87501

**[Email]:** vpark@santafecountynm.gov

**14.2 Order of Precedence.** If there is a conflict between this Agreement and the SOW, the SOW will control solely with respect to the services/deliverables, timelines/schedule, and fees/payment milestones, and this Agreement will control as to all other terms, unless the SOW expressly states it overrides a specific section of this Agreement.

**14.3 Amendments.** Any amendment must be in writing and signed by both Parties.

**14.4 Assignment.** Except as permitted under Section 5.9, neither Party may assign this Agreement without the other Party’s prior written consent, except to an affiliate or successor in connection with a merger, reorganization, or sale of substantially all assets, provided the assigning Party remains responsible unless released in writing.

**14.5 Severability.** If any provision is unenforceable, it will be modified to the minimum extent necessary to make it enforceable, and the rest will remain in effect.

**14.6 Governing Law; Venue.** This Agreement is governed by the laws of the State of New Mexico, without regard to conflict-of-law rules. Venue for disputes will be Santa Fe County, New Mexico, unless required otherwise by law applicable to Operator.

**14.7 Entire Agreement.** This Agreement (including the SOW) is the entire agreement regarding the subject matter and supersedes all prior or contemporaneous agreements or understandings.

**14.8 Counterparts.** The Agreement may be signed in counterparts and via electronic signature, each of which is deemed an original.

14.9 **Headings; Interpretation.** Headings are for convenience only and do not affect interpretation. The words "include," "including," and similar terms will be construed without limitation.

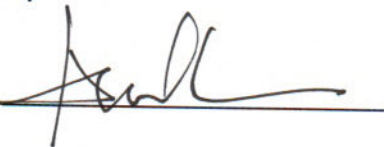
14.10 **Waiver.** No waiver is effective unless in writing and signed by the waiving Party. A waiver of any breach is not a waiver of any other breach.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.  
Each person signing below represents and warrants that they are duly authorized to bind the Party on whose behalf they sign.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

**EDUCATION AT WORK LLC**

**(EAW)**

By: 

Name: ISMAIL KHAN

Title: CFO

Date: 3/23/26

**Santa Fe County**

**(OPERATOR)**

By: 

Name: Gregory S. Shaffer

Title: County Manager

Date: 3/30/2026

Approved as to form by Roberta D. Joe, Assistant County Attorney  
for W.B., Santa Fe County Attorney 3/18/2026

## **EXHIBIT A – STATEMENT OF WORK**

**Santa Fe County** shall act as a Program Operator (“Operator”) for the 2026 New Mexico Department of Public Education Summer Enrichment Internship Program (“Program”) as a subcontractor to Education at Work, LLC (“EAW”).

## I. Program Term

The Program is expected to commence on **START DATE:06/01/2026** and end on **END DATE:07/31/2026** (the “Program Term”).

Notwithstanding the foregoing, Operator acknowledges and agrees that it will begin performing the applicable services and deliverables under this SOW upon execution of this Agreement, including any pre-Program planning, coordination, recruitment, and other preparatory activities required to meet the Program schedule.

## II. Operator Responsibilities & Deliverables

The Operator shall perform all of the following:

- **Employer/Placement Recruitment & Management** Secure internship placements and employer partners in its service area (county/tribal/LEA), including (as applicable) county/tribal offices and private employers within the service area.
  - Seek internship placements and employment opportunities that reflect state, regional, and local economic data on specific, in-demand workforce opportunities, and work with local Workforce Connection Office staff in an advisory capacity.
  - Serve as a local point of contact on behalf of EAW for placement logistics.
- 2. Placement Details, Job Descriptions, and Schedule Support**
- Ensure each placement has a clear job description and appropriate tasks for high school students, and that employers provide a supervisor to help develop students’ skills for future employment.
  - Support creation of internship schedules that include approximately 14 hours of work and 6 hours of learning/skills development per week (20 hours total), over an 8-week period.
- 3. System Coordination (Employer/Placement Inputs)**
- Ensure that employer/placement information (including job descriptions and other placement details) is provided in a timely manner for entry/maintenance and assist students with online registration through EAW’s centralized online system, [www.nminterns.org](http://www.nminterns.org).
- 4. Student Recruitment Support**
- Assist EAW with recruitment of high school students in Operator’s service area, including local input/design and serving as a local point of contact for students and caregivers to answer questions about the program.
  - In partnership with EAW, assist students under age 16 to secure work permits.
  - Coordinate with EAW to review potential placements prior to final placement decisions.
  - Final roster will be used to inform the program enhancement funding. Refer to SOW section VI.
  - Promptly notify EAW of any recommended placement changes.

#### 5. **Internship Coordinator (IC) Identification and Local Oversight**

- Identify Internship Coordinators (“IC”) consistent with a 1 IC per up to 20 student’s ratio for employment with EAW.
- **Employment Status; No Authority.** For clarity, ICs are employees of EAW, and Operator’s day-to-day local oversight is limited to Program coordination and monitoring for purposes of Program delivery. Operator has no authority to hire, terminate, discipline, set compensation/benefits, or change the terms and conditions of employment of any IC, and any requests regarding IC performance, removal, scheduling, pay, or employment actions must be directed to EAW.

#### 6. **Worksite/Program Support Logistics**

- Provide a central location (or locations) for any required in-person orientation, timecard collection, and/or curriculum delivery (to the extent in-person components are required for the county/service area).
- To the extent possible address transportation needs of students as available/required for placements in the service area.

#### 7. **Incident/Emergency Coordination**

- Coordinate emergency response to student injuries, natural disasters, or other unscheduled incidents requiring immediate student/caregiver notification or intervention, including timely reporting to EAW’s designated reporting executive.

#### 8. **Data Collection (Local Inputs)**

- Support Program data collection by gathering and providing local placement/employer information and any county-level inputs reasonably requested by EAW for Program reporting.

### **III. Exclusions**

The following responsibilities are not included in the scope of work by Operator and shall be performed by EAW or any other subcontractor or third-party, as applicable, and will not form part of this SOW. EAW will:

- Serve as employer of record for all participating student interns and Internship Coordinators, including payroll processing and related employment administration.
- Serve as the single point of registration for student participants and manage the centralized program administration associated with student registration.
- Provide mandatory virtual weekly trainings for Internship Coordinators.
- Ensure overall Program compliance (including programmatic requirements and compliance obligations applicable to EAW as prime contractor) and manage reporting to the State/Region 9 as required.

For clarity, the above items are outside Operator’s scope under this SOW and are handled by EAW and/or other vendors or partners; this list is illustrative and does not expand Operator’s obligations beyond those expressly stated in this SOW, and nothing in this exclusions list limits EAW’s discretion to perform tasks itself or engage other parties.

#### **IV. Syllabus Coordination**

The Work Based Learning Alliance (WBLA), a subcontractor to EAW, will provide a syllabus template by May 1, 2026. Operator will provide completed syllabus inputs (and any proposed changes) to EAW no later than May 8, 2026, so that EAW can submit the syllabus to the REC 9 Project Manager by May 15, 2026.

**V. Points of Contact.** Each party will maintain a designated point of contact for day-to-day coordination under this SOW (each, a “POC”). The initial POCs are as follows:

- **EAW POC:**
  - NAME: **Daniel Ulibarri**
  - TITLE: **Director New Mexico Community Outreach**
  - EMAIL: **daniel.ulibarri@educationatwork.org**
  - PHONE: **505-400-3354**
- **Operator POC:**
  - **[NAME]:** Valerie Aghaei Park
  - **[TITLE]:** Human Resources & Risk Management Director
  - **[EMAIL]:** vpark@santafecountynm.gov
  - **[PHONE]:** (505)995-6507

Either party may change its POC by providing written notice to the other party. Each party will notify the other of any POC change as soon as practicable, and in no event later than seventy-two (72) hours after the change takes effect.

#### **VI. Program Enhancement Funding & Payment Schedule.**

In consideration for Program Operator’s services under this SOW, EAW will pay Program Operator a fixed fee of **\$750** per Student Placement (“Per-Placement Fee”). “Student Placement” means a student who (i) is accepted into a placement identified by Program Operator, (ii) is onboarded by EAW for employment in the Program, and (iii) is reflected as “Placed” on the final placement roster confirmed by EAW and Program Operator (the “Final Placement Roster”).

EAW is providing **30** slots for interns, as long as Operator can identify the internship opportunities for those students. If Operator can identify more high-quality internship opportunities, the parties agree to

discuss potentially increasing the number of slots. EAW will be evaluating allocation of additional slots to all Program Operators on a rolling basis until EAW exhausts available funding from the state.

The total amount payable under this SOW will equal the Per-Placement Fee multiplied by the number of Student Placements reflected on the Final Placement Roster (the "Program Enhancement Funding"). If the number of Student Placements increases or decreases from the parties' initial estimate, the parties will update the total Program Enhancement Funding via an amendment to this SOW.

EAW will pay the Program Enhancement Funding as follows:

- 10% payment upon signing of the agreement.
- 60% payment upon completion of all employer registration sites on nminterns.com and the final placements.
- 30% payment upon the conclusion of the program and submission of any program related deliverables.

#### **VII. Final Placement Roster.**

Operator will deliver to EAW the Final Placement Roster (in a format reasonably acceptable to EAW) no later than **DATE: May 26, 2026** EAW will have ten (10) calendar days after receipt to notify Operator in writing of any good-faith objections or discrepancies in the Final Placement Roster. If EAW does not provide written notice of objections within such 10-day period, the Final Placement Roster will be deemed final and accepted for purposes of determining the number of Student Placements and calculating the Program Enhancement Funding and related payments under this SOW.

#### **VIII. Invoicing; Payment Terms.**

Operator will invoice EAW for amounts due under this SOW in accordance with the payment milestones set forth above, and each invoice must reasonably describe the applicable milestone and amount invoiced. EAW will pay all undisputed amounts within thirty (30) days after receipt of a valid invoice (Net 30). All payments are subject to Section 4.5 (Appropriations; Agency Funding) of the Agreement.

## **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