

**SERVICE AGREEMENT
WITH POMEGRANATE STUDIOS
FOR THE IMPLEMENTATION OF EDUCATIONAL & RECREATIONAL
YOUTH PROGRAMS**

THIS AGREEMENT is made and entered into on this 28th day of May, 2014, by and between **SANTA FE COUNTY** (hereinafter referred to as the "County"), a New Mexico political subdivision, and **POMEGRANATE STUDIOS**, located at 369 Montezuma Street #287, Santa Fe, N.M. 87501 (hereinafter referred to as the "Contractor").

WHEREAS, children and youth in Santa Fe County comprise twenty-three percent (23%) of the County's population and twenty-eight percent (28%) of New Mexico's population. In 2011, 33,600 Santa Fe County residents were under the age of 19 and the County has a direct interest in ensuring that youth in our community are mentally and physically healthy;

WHEREAS, in accordance with NMSA 1978 Sections 13-1-112 and 113-1-117, competitive, sealed proposals were solicited via a formal request for proposal RFP# 2014-0293-CSD/PL for the implementation of educational and recreational youth programs;

WHEREAS, based upon the evaluation criteria established within the RFP for the purposes of determining the most qualified Offeror, Santa Fe County has determined the Contractor as the most responsive and highest rated Offeror;

WHEREAS, the County requires the services and the Contractor is willing to provide these services and both parties wish to enter into this Agreement.

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

1. SCOPE OF THE WORK

The contractor shall:

- A. Implement a summer youth program consistent with Contractor's proposal (Attachment A). Administrative costs shall not exceed 5% of total grant award.
- B. Develop and administer programs designed to serve the youth of Santa Fe County, which may include, but not limited to, reading and math literacy programs, educational support activities, outdoor nature activities, and dance;
- C. Serve children from kindergarten to 12th grade and provide educational programming that is age appropriate;
- D. Integrate evidence based or promising practices into programming to increase the health and overall social well-being of Santa Fe County youth;

- E. Provide programs that shall affect specific health indicators for Santa Fe County which may include, but are not limited to, building protective factors to increase mental and/or physical health and reduce substance abuse and/or obesity. Programs should also address enhanced learning opportunities;
- F. Provide programs that include family engagement in programming;
- G. Include twenty percent (20%) cash or in-kind match; and shall document both expenditures and in-kind match in each billing statement presented to the County for payment;
- H. Include methods and strategies to recruit and market youth, including high risk youth, into the program;
- I. Provide a mid-program report summary of program status to include, but not limited to: number of youth served, program highlights and program challenges;
- J. Provide a final report to include number of youth served, gender, age, ethnicity, school, grade level, program highlights, program challenges, and outcome measures of proposed goals and objectives;
- K. Provide employment and criminal background checks for all management personnel and staff members.

2. COMPENSATION, INVOICING, AND SET-OFF

A. In consideration of its obligations under this Agreement the Contractor shall be compensated as follows:

- 1) County shall pay to the Contractor in full payment for services satisfactorily performed.
- 2) The total amount payable to the Contractor under this Agreement shall not exceed twenty thousand dollars (\$20,000.00) inclusive of gross receipts tax.
- 3) This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. The County will notify the contractor when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. The Contractor shall submit a written request for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought. The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual items or services. Within thirty (30) days of the issuance of a written certification accepting the contractual items or services, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within thirty (30) days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.

C. In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payments due the Contractor for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.

D. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

3. EFFECTIVE DATE AND TERM

This Agreement shall, upon due execution by all parties, become effective as of the date first written above and shall terminate one (1) year later, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations). The County has the option to renew on the same terms and conditions for three (3) years in one (1) year increments. In no event shall this Agreement exceed a term of four (4) years.

4. ADDITIONAL SERVICES

A. The parties agree that all tasks set forth in Paragraph 1, SCOPE OF WORK of this Agreement, shall be completed in full, to the satisfaction of the County, for the amount set forth in Section 2, COMPENSATION, INVOICING, AND SET-OFF, of this Agreement, and for no other cost, amount, fee, or expense.

B. The County may from time-to-time request changes in the Scope of Work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this Agreement.

5. TERMINATION

A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective thirty (30) days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to

cure the breach. If, however, the breach cannot with due diligence be cured within thirty (30) days, the breaching party shall have a reasonable time to cure the breach, provided that, within thirty (30) days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than fifteen (15) days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

6. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

7. INDEPENDENT CONTRACTOR

The Contractor and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

8. ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

9. SUBCONTRACTING

The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

10. PERSONNEL

A. All work performed under this Agreement shall be performed by the Contractor or under its supervision.

B. The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

11. RELEASE

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

12. 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 County.

13. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT

A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.

B. The Contractor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County shall own any such copyright.

14. CONFLICT OF INTEREST

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

15. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Contractor specifically acknowledges and agrees that the County shall not be responsible for any changes to Section 1, "SCOPE OF WORK", of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

16. ENTIRE AGREEMENT; INTEGRATION

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

17. NOTICE OF PENALTIES

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

18. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

A. The Contractor agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

B. The Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

19. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

A. In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations.

B. Contractor shall comply with the requirements of Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).

C. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and the County

agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be federal and state district courts of New Mexico, located in Santa Fe County.

20. RECORDS AND INSPECTIONS

A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).

B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

21. INDEMNIFICATION

A. The Contractor shall defend, indemnify, and hold harmless the County and its elected officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of the Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranty made herein.

B. The Contractor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.

C. The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

22. SEVERABILITY

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

23. NOTICES

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

To the County: Santa Fe County
Office of the County Attorney
102 Grant Avenue
Santa Fe, New Mexico 87501

To the Contractor: Pomegranate Studios
369 Montezuma Street #287
Santa Fe, New Mexico 87501

24. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor hereby represents and warrants that:

A. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor.

B. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's corporate agreement or any statement filed with the Public Regulation Commission on Contractor's behalf.

C. Contractor is legally registered and is properly licensed by the New Mexico State to do the work anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the duration of the Agreement.

25. FACSIMILE SIGNATURES

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

26. NO THIRD-PARTY BENEFICIARIES

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

27. INSURANCE

A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The County of Santa Fe shall be a named additional insured on the policy.

C. Workers' Compensation Insurance. The Contractor shall comply with the provisions of the Workers' Compensation Act.

D. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

28. PERMITS, FEES, AND LICENSES

Contractor shall procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

29. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

30. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

31. SURVIVAL

The provisions of following paragraphs shall survive termination of this Contract; INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

IN WITNESS WHEREOF, the parties have duly executed this Amendment to the Agreement as of the date first written above.

SANTA FE COUNTY:

Katherine Miller
Katherine Miller
Santa Fe County Manager

5.22.14
Date

Approved as to Form

Robert D. Pappas
Santa Fe County Attorney

5/16/14
Date

Finance Department Approval

Teresa C. Martinez
Teresa C. Martinez
Santa Fe County Finance Director

5/21/14
Date

CONTRACTOR:

[Signature]
(Signature)

5/28/14
Date

Myra Krim
(Print Name)

Owner/Director
(Print Title)

FEDERAL IDENTIFICATION NUMBER: 3838-41355
~~4155~~

ATTACHMENT A

I. Proposal Summary

The proposed Summer Youth Program, *Pomegranate SEEDS World Dance Camps for Girls*, will be implemented July 14-18; July 21-25; and July 28-August 1, 2014. The program will provide 30-90 underprivileged, at-risk Santa Fe County girls ages 10-17, with eight hours per day (1-3 weeks) of a powerful educational and physical fitness program using multicultural dance as a vehicle for greater self-esteem, empowerment, physical and emotional health, and self-confidence. Working in conjunction with Big Brothers Big Sisters of Northern New Mexico, the program will reach some of the most at-risk and underprivileged girls in Santa Fe County and provide them with a rich three week summer educational fitness program—**completely free of charge to them**. At the end of each week, there will be a Saturday performance for participants' families at Pomegranate Studios in Santa Fe. The programs will provide participants with at least 3.5 hours per day of vigorous physical activity and enriching educational activities that include learning dance forms, music and movement from various cultures, creating costumes, journaling and creative writing, talking circles, sewing, drawing, and experience performing for their families and peers at the end of each weekly session. **This powerful recreational/educational summer youth program will improve the health and well-being of up to 30-90 girls from impoverished families in Santa Fe County who could otherwise not afford such summer camps and programs.**

II. Response to Evaluation Factors

A. INFORMATION

Time Frame

The proposed Summer Youth Program, *Pomegranate SEEDS World Dance Camp for Girls*, will be implemented July 14-18; July 21-25; and July 28-August 1, 2014. The three week program is comprised of three separate 40 hour/week sessions. The program will run from 8:30-5pm, Monday through Friday, for each of the three sessions. It will be held at Pomegranate Studios in Santa Fe. Lunches will be provided for participants free of charge. Volunteers will be coordinated who will transport the girls to and from the program site each day, if participants cannot arrange their own transportation. The program can accommodate up to 30 girls in each weekly session. Girls can participate in all three weeks of the program or they can choose to participate in one or two weeks. In that case, other girls from the Big Brothers Big Sisters program will be invited to participate. Big Brothers Big Sisters of Northern New Mexico will recommend and offer the program to girls whom they think would be most interested and who would benefit the most from this program..

B. EVALUATION CRITERIA

1. History/ Background

Organization's Mission/Vision

Pomegranate Studios' mission is to create and present high quality multicultural dance training and productions in New Mexico, and to educate and empower girls and young women in Santa Fe County through an innovative fitness-and health- enhancing dance education program.

Brief History of the Organization in New Mexico.

Pomegranate Studios (and its Mosaic Dance Company) has been presenting high quality and highly popular Middle Eastern and multicultural dance performances in the state of New Mexico since 1998. Pomegranate Studios is highly visible and recognized within New Mexico for their innovative productions, many of which are donation-only. Pomegranate Studios produces between 40-60 free performances annually. Free and monthly donation-only performances and creative outreach make dance performances and classes accessible to low-income people and those groups not usually served by the arts. In order to reach a broad and diverse population, Pomegranate Studios and Mosaic Dance Company have donated performances and educational workshops to: Santa Fe Children's Museum, Museums of New Mexico, The Santa Fe Opera, Georgia O'Keeffe Museum, Plan B Evolving Arts, New Mexico public schools, Santa Fe Rape Crisis Center, Girls Rock, Girls, Inc., New Mexico Cancer Society, Santa Fe Community College, College of Santa Fe, Fine Arts for Children, Santa Fe Aspen Ballet, local senior citizen homes, and the Santa Fe Public Schools, among other organizations.

In 2001, Myra Krien started the Pomegranate SEEDs (Self-Esteem, Empowerment and Education through Dance) Program, an innovative program for teen girls that offers free instruction to 20-25 local girls aged 13-18 to study American Tribal Style Dance three times a week for one year. This powerful program uses journaling, talking circles, in which participants informally discuss issues and topics of importance to their lives, and guest speakers, in addition to serious disciplined instruction in group improvisational dance and rhythm, to promote self-esteem and empowerment in young women.

For the past 13 years Pomegranate Studios has also offered two summer intensive SEEDs sessions where 30 girls study 8 hours per week for two weeks, featuring an end of session performance. These sessions are also offered at no cost to any teen girl in the community who wishes to study. Many of the girls who participate in the summer session choose to take part in the year-long after-school SEEDs program. This program currently receives funding from New Mexico Arts and many private donors. The year-long and summer SEEDs programs are promoted through the Santa Fe public schools and also through presentations made at such local organizations as Girls, Inc., Girls Rock, and public events and celebrations in Santa Fe at which Mosaic Dance Company performs.

The Pomegranate SEEDs Program has attracted regional and national attention for its ability to **transform teen girls' lives through dance and to lead to healthier developmental outcomes**. Seven articles about SEEDs were published in national magazines in the past two years. Due to the overwhelming effectiveness and public support of this program, in 2007 Myra Krien began offering a National SEEDs Teacher Training Program to train teachers to start SEEDs programs in regions across the country and in underserved regions in New Mexico. To date there are now 20 SEEDs-affiliate programs across the US, run by certified SEEDs teachers who have attended our trainings. Many of the teachers who have attended these trainings and become certified went through the SEEDs program themselves as teen girls, and now have started SEEDs programs in their own communities.

2. Evidence of Understanding of Scope of Work

How the Proposed Program Fulfills Key Youth Program Elements and Goals

The Pomegranate SEEDs World Dance Camp for Girls will serve the youth of Santa Fe County who are most in need of health-enhancing physical fitness and education programs

during the summer months. Based on 13 years of experience and positive results implementing the Pomegranate SEEDs Summer Program, and from running the proposed program last summer in 2013, the Pomegranate SEEDs World Dance Camp will positively impact participants' self-esteem, physical fitness, confidence, and overall physical, mental, and social well-being.

Open to girls from Santa Fe County aged 10 through 17, participants will learn about dance forms from Spain, India, and the Middle East; they will learn movements and dances that lead to increased physical stamina, coordination, strength, poise and body awareness, also studying rhythm and percussion. The daily schedule of the program flows between vigorous dance and movement classes and more group-oriented educational activities designed to build girls' sense of empowerment, self-awareness, trust, and social skills. These activities include talking circles where participants discuss topics of importance to their lives, such as body image, goal-setting and planning, nutrition, self-expression, and healthy relationships. Other educational enrichment activities include journaling, creative writing, drawing, and the creation and sewing of costumes. There will also be occasional guest speakers—women from the community who have serious artistic, business or other accomplishments, to share from their own experience and have an informal Q and A session with the girls. The program will help prevent obesity, and foster love of physical movement and dance in participants; it will build powerful protective factors that help prevent substance abuse and teen pregnancy, and promote educational success and a love of learning through the arts.

How Youth Program Will Be Administered, How it Will Contain Age-Appropriate Strategies and Involve Family Engagement.

The program will involve family engagement through a weekly performance on Saturday for families, at the end of each weekly session. The girls will perform the dances they have

learned, in colorful costumes, for friends and family. These performances will be held at Pomegranate Studios and will be free of charge. For most activities in the program all the girls will learn and dance together, since such instruction is appropriate for all ages. However, for some activities, such as talking circles, the girls will be divided into two circles, one for younger, and one for older girls, so that the teacher and group can delve into age-appropriate topics. In addition, when learning specific dance choreographies, younger girls will be given somewhat simpler “parts” to learn, while older girls will be challenged with more complex sequences to master.

Techniques and Methods Affecting Specific Health Indicators and Encouraging Learning

Participants will get at least 3.5 hours of vigorous physical exercise daily during the three-week program, helping to prevent obesity. This will be accomplished through dance classes featuring multicultural dance forms, including warm-ups, stretching and cool downs each day. Girls will learn dance routines and technique specific to Middle Eastern dance, Indian dance, and flamenco. In addition to learning dance forms, participants are learning about other cultures. Talking circles, journaling, drawing, and costume-making bring enriching educational activities to participants, enhancing self-esteem, self-awareness, social skills, love of learning and confidence—which are powerful protective factors for children’s health, educational success and well-being.

Program Structure and Components

The three week program is comprised of three 40 hour/week sessions. The program will run from 8:30-5pm, Monday through Friday, for each of the three sessions. It will be held at Pomegranate Studios in Santa Fe. Girls will be provided with a healthy and nutritious lunch. Volunteers will be coordinated who will transport the girls to and from the program site each

day, if participants cannot arrange their own transportation. There will be three teachers/instructors each day, including program director Myra Krien and two assistant teachers. The program budget includes a \$60 materials fee for each girl, to cover costuming materials, art supplies, and other materials needed during the program. The program can accommodate up to 30 girls per week. Girls can participate in all three weeks of the program or they can choose to participate in one or two weeks. In that case, other girls from the Big Brothers Big Sisters program will be invited to participate. Big Brothers Big Sisters of Northern New Mexico will recommend and offer the program to girls whom they think would be most interested and who would benefit the most from this program—a rare opportunity.

How Results Will Be Measured

Results will be measured by a post-program evaluation survey administered to all participants (see Appendices). Participants will also be asked to write a letter at the program's completion assessing the program and their own accomplishments and learning in it. Parents will be able to assess their children's accomplishments in the program through post-session student performances each week.

How the Program Will Affect the Health and Well-being of SFC Youth.

The Pomegranate SEEDs World Dance Camp for Girls will affect the health and well-being of at least 30 of the most at-risk, low-income girls in Santa Fe County by providing them with a fitness and health-enhancing three-week long dance camp free of charge. The camp will not only provide 3.5 hours of physical activity daily to each girl, but also provide educational activities designed to build self-esteem, self-confidence, self-awareness, love of learning and understanding of other cultures.

3. Capacity and Capability

Organizational Ability to Manage Program

For the first time in July-August 2013, Pomegranate Studios provided the proposed program, the three-week long *Pomegranate SEEDS World Dance Camps* to a total of 53 at-risk girls in Santa Fe County completely free of charge. Because of the funding from Santa Fe County, Pomegranate Studios was able to offer this powerful educational and recreational summer program at no cost to participants, working through the Big Brothers Big Sisters program to recruit participants. The program was an outstanding success, evidenced by how many of the participants expressed interest in continuing in the year-long Pomegranate SEEDs Program.

Jennifer Romero, of Santa Fe County, who made a site visit to the program in July 2013, commented how extremely impressed she was with the program. During the visit, the girls sat in a circle and talked about what they loved about the camp and what they were learning with evident sincerity and enthusiasm. Then they performed five different dances from different cultures, demonstrating how much they had learned in a short amount of time. In the final camp's student performance for families and friends, several girls shone as they spoke about feeling more confident and positive about their bodies, and the strong relationships they'd made with other girls. The program powerfully impacted families as well, who attended the student performances. Families were clearly impressed and delighted to see their children's accomplishments and enthusiasm during the camp. We have no doubt that this year we will have even more girls who want to participate, and many who attended last year who would like to participate again.

In addition, for 13 years, Myra Krien and Pomegranate Studios have successfully implemented the year-long Pomegranate SEEDs Program for teen girls in Santa Fe. This has included a two week long summer SEEDs immersion session offered each year in July to 25-30 girls, culminating in a performance by participants. Pomegranate Studios successfully markets and promotes its programs to girls in Santa Fe through vigorous outreach to the Santa Fe Public Schools, and through free workshops and performances at local organizations serving youth and girls. In addition, since 2007, Krien has offered a National SEEDs Teacher Training Programs which has trained other teachers to start affiliate SEEDs programs in communities across the US. Because of Krien's experience in running the very similar SEEDs summer programs the last 12 years, as well as the year-long after school program, this program would be easily and successfully managed. The specific purpose of this funding request is to be able to offer this transformative program in a slightly different format, geared to the needs of some of Santa Fe County's most at risk girls. We ask for funding so that we can offer this program **for free** to the girls of Big Brothers Big Sisters, who would never be able to attend such a camp if even a small fee was required.

Resumes of Key Program Staff

Myra Krien, Program Director/ Teacher

Myra Krien is a nationally recognized teacher and dance performer and the Artistic Director of Pomegranate Studios and Mosaic Dance Company since 1998. She has a BA from Saint John's College, and is founder of the Pomegranate SEEDs Program. Krien's work has been written about in national publications including Dance Magazine, the Santa Fean, and Bliss Magazine. She was asked to speak at the Ms. Foundation's annual conference in 2006. In 2007, she was saluted by the Santa Fean magazine for her outstanding contributions to the city of Santa

Fe. Her dance studio, Pomegranate Studios, hosts over 40 dance classes per week in Santa Fe. The powerful SEEDs program for teen girls, which she started in 2001, has given birth to a national teacher training program, held each year for a week in Santa Fe. Due to this training program which Krien instituted, more than 50 teachers have been trained and there are now 14 affiliate SEEDs programs across the US and New Mexico.

Caitlin Prince, Assistant Teacher

Caitlin Prince is the Master Teacher of the SEEDs program. Caitlin began her studies at Pomegranate Studios 7 years ago. She is a member of the Mosaic Dance Company, and is a graduate of the National SEEDs Teacher Training.

Mollie Kelly, Assistant Teacher

Mollie Kelly is the assistant teacher of the SEEDs program. She began her studies at Pomegranate Studios 3 years ago. She is a member of Ahatti Apprentice Dance Company, is the SEEDLINGS teacher and will be attending the National SEEDs Teacher Training in June 2014.

Team Organization and Working Relationships

The program will be administered by Pomegranate Studios under the direction of Program Director Myra Krien, who will be the primary teacher of the program, assisted by Assistant Teachers Caitlin Prince and Mollie Kelly.

Marketing Strategies to SFC Youth

For this program, depending on funding from SF County Health and Human Services Department, we will offer this unique Summer Educational/ Recreation Youth Program to between 30-90 girls who are participants in the Big Brothers Big Sisters (BBBS) program here

in Santa Fe—**free of charge**. 80% of the families who participate in BBBS live in poverty, and about 75% are minority/ non-Anglo. Many children who participate have parents whose primary language is not English, and who are recent immigrants to the US. Most of these children are at high risk for dropping out of school, for teen pregnancy, for drug abuse, and for obesity. Pending funding, we will have BBBS staff recommend 30 or more girls aged 10-17 from the program who would likely be interested in this exciting summer program, and who would be most likely to benefit from it and need it. This eliminates the need for marketing—since we are working directly with the most at-risk and needy population of children, through a trusted and established local nonprofit organization.

Budget Narrative

The total budget for the program is \$27,700. We are requesting \$20,000 to be able to offer this program to 30- 90 girls (30 girls per weekly session) in Santa Fe County free of charge. (The actual cost per girl would be \$300/week). The budget for the program will cover the following essential program expenses: Teacher salaries/ compensation; studio rental; lunches for participants; materials, and administrative costs (less than 5% of budget). Covering these essential costs will allow us to offer the program free of charge to the children who need it most, and who would never otherwise be able to attend—even if only a small fee were required. Please see the attached Program Budget in the Appendices.

Cash/ In-Kind 20% Match

The total budget for the Program is \$27,700. Pomegranate Studios/ Myra Krien will contribute \$7,700 in cash and in-kind donations to the program. If we do not receive the full amount of our funding request, we will take as many girls as we can from BBBS (cost of \$300/girl per week) at no charge, depending on the amount of funding the program receives.

4. Past Record of Performance

Experience With Administering Youth Programs/ Previous Successful Youth Programs

For 13 years, Myra Krien and Pomegranate Studios have successfully implemented the year-long Pomegranate SEEDs Programs for 20-25 teen girls in Santa Fe. This has included a two week long summer SEEDs immersion session offered each year in July to 25-30 girls, culminating in a performance by participants. The success of this program has been attested to by parents and by the young women themselves, who have written numerous letters and testimonials about how the program has changed their lives (see Appendices). This program is funded in part by New Mexico Arts, and has been recognized nationally in numerous magazine and newspaper articles for its contributions to youth and education through the arts.

In addition, in July-August 2013, Pomegranate Studios provided the proposed program, *Pomegranate SEEDs World Dance Camp* to a total of 53 at-risk girls in Santa Fe County completely free of charge. Families were clearly impressed and delighted to see their children's accomplishments and enthusiasm during the camp. We have no doubt that this year we will have even more girls who want to participate and many who attended last year who would like to participate again. The program was an outstanding success, evidenced by how many of the participants expressed interest in continuing in the year-long Pomegranate SEEDs Program and in attending the Summer Camp again this summer were it to be offered.