

**MEMORANDUM OF AGREEMENT
BETWEEN THE COUNTY OF SANTA FE AND
SANTA FE COMMUNITY COLLEGE TO IMPLEMENT
A PROTEC PROGRAM**

This **MEMORANDUM OF AGREEMENT** (hereinafter "Agreement") is entered into on this 14th day of February, 2019, by and between the **SANTA FE COUNTY** (hereafter referred to as "County") a political subdivision of the state of New Mexico, and the **SANTA FE COMMUNITY COLLEGE**, (hereafter referred to as "SFCC") with a principal address located at 6401 Richards Avenue, Santa Fe, NM 87508.

RECITALS

WHEREAS, the Santa Fe Economic Development Plan recognizes the County's need to have and maintain a skilled and well-trained workforce that can meet the needs of current and future industries in Santa Fe County; and

WHEREAS, in 2015, the County and the Northern Area Local Workforce Development Board (NALWD Board) entered into Agreement No. 2015-0358-ED/BT (Agreement) to provide for the Board to assist and cooperate with the SFCC to design and implement, as a pilot program, an accelerated Microsoft Excel and Microsoft Technical Assistant training program that included up to 80 hours of internship for participants; and

WHEREAS, the pilot program implemented by the Board and SFCC pursuant to the Agreement was a success and resulted in increased hire-ability and training of the workforce in Santa Fe County. The program designed and implemented by SFCC was called a "Professional Readiness & Technical Experience for Careers" program or a "PROTEC" program; and

WHEREAS, the County wishes to continue support of other PROTEC programs developed by the SFCC, the "PROTEC Professional Readiness and Technical Experience for Careers", an industry-certification pathway that combines accelerated classroom instruction, customized to employer needs, with on-the-job training, at the employer's job site, in a mentored experience, that focuses on team leadership and altruistic collaboration (hereinafter referred to as the "PROTEC Program"); and

WHEREAS, this Agreement is entered into between the County and SFCC pursuant to Section 13-1-98.A., NMSA 1978, to aid in funding for the SFCC to continue this PROTEC Program to benefit residents of the County and to further the development and creation of a skilled workforce in Santa Fe County.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES:

1. DUTIES OF THE PARTIES:

A. The County shall:

- 1) Provide to the SFCC funds in an amount not to exceed \$50,000.00, inclusive of NM GRT, for SFCC's development and implementation of the PROTEC Program. The County will compensate SFCC upon receipt of an invoice detailing the completion of the tasks described below.

| Task | | Budgeted cost |
|--------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| Program launch/ Screen Applicants/ Coordinate program stakeholders February to March 2019 | Advertising outreach to announce program and gather applicants. SFCC Testing Center will manage Work Keys assessment (Also DWS will be utilized.) SFCC Testing Center will manage CORESCORE assessment working with DWS and Innovate + Educate. PROTEC Coordinator will create review panel, application rubric, schedule interviews, perform interviews and send acceptance letter. | \$ 10,000.00 |
| Curriculum development February to March 2019 | PROTEC Coordinator will work directly with employers, labor consultants (NALWDB), Innovate + Educate and instructors to create and customize curriculum that meets the objectives of the PROTEC Program | \$ 10,000.00 |
| Consultant(s) February 2019 | Northern Area Local Workforce Development Board, NM Tech Works | \$ 4,000.00 |
| Outreach, Coordination and Employer Engagement May 2019 | PROTEC Coordinator will work with the County and PROTEC participants to coordinate monitor and assess internship hours. (Estimated at 100 hours per participant) | \$ 24,000.00 |
| Final reporting May 2019 | PROTEC Coordinator and representatives of SFCC will provide a detailed presentation and report of | \$ 2,000.00 |

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| | 2018 – 2019 PROTEC Program at May 2019 BCC meeting. | |
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B. SFCC shall:

- 1) Administer the PROTEC Program described above. SFCC's administration will consist of Program launch/ Screen Applicants/ coordinate program stakeholders; curriculum development; consultants; outreach, coordination and employer engagement; and final reporting to the Board of County Commissioners of Santa Fe County.
 - 2) In implementing the PROTEC Program, SFCC will abide by all laws and regulations of the state of New Mexico and the state constitution that pertain to expenditure and use of public money and funds.
2. **EFFECTIVE DATE AND TERM:** This Agreement shall become effective upon the last date of signature by the parties and shall terminate June 30, 2019, unless earlier terminated as indicated below.
 3. **TERMINATION:** This Agreement may be terminated by any of the parties hereto upon written notice delivered to the other party at least 30 days prior to the intended date of termination. By such termination, no party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.
 4. **ASSIGNMENT:** The County or SFCC shall not assign or transfer any interest or rights in this Agreement without the advance written approval of the other party. Any attempted assignment or transfer without the other party's advance written approval shall be null and void and without any legal effect.
 5. **LIABILITY:** Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation of requirements applicable to the performance of this Agreement. Each party shall be liable for its actions in accordance with this Agreement. Any liability incurred by the County or SFCC in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act NMSA 1978, Section 41-4-1, et seq., as amended. The County, SFCC and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity; do not waive any defense; and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.
 6. **AMENDMENT:** This Agreement shall not be altered, changed or amended except by an instrument in writing executed by the parties hereto.
 7. **APPROPRIATIONS AND AUTHORIZATIONS:** The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Santa Fe County Board of County Commissioners and/or 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 SFCC. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the SFCC 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 SFCC.

8. **GOVERNING LAW:** This Agreement shall be governed by, and construed in accordance with, the laws of New Mexico.
9. **STATUS OF THE SFCC AND THE COUNTY:** The County and SFCC are separate legal entities. The SFCC's agents and employees are not employees or agents of the County. The County's agents and employees are not employees or agents of the SFCC. No powers of the County or the SFCC express or implied shall be granted to the other party except those specifically set forth herein.
10. **ACCOUNTABILITY:** During the term of this Agreement and for a period of three years thereafter, each of the parties will maintain accurate and complete records of all disbursements made and monies received by each under this Agreement; and, upon receipt of reasonable written request, each shall make such records available to the other party and to the public, including any federal, state or local authority during regular business hours.
11. **NO THIRD PARTY BENEFICIARIES:** Nothing in this Agreement, express or implied, is intended to confer any rights, remedies, claims or interests upon a person not a party to this Agreement.
12. **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
Growth Management Department
Attn: Chris Hyer, Economic Development Manager
P.O. Box 276
Santa Fe, New Mexico 87504-0276

To the Contractor:

Santa Fe Community College
Office of the President
6401 Richards Avenue
Santa Fe, New Mexico 87508

13. **FACSIMILE SIGNATURES:** The parties hereto agree that a facsimile signature or scanned and emailed signature has the same force and effect as an original for all purposes.
14. **ENTIRE AGREEMENT:** This Agreement represents the entire Agreement between the County and the SFCC and supersedes any prior agreements or Agreements with respect to the subject of this Agreement. No changes, amendments or alterations to this Agreement will be effective until in writing and signed by the parties

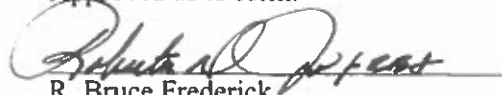
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SANTA FE COUNTY


Katherine Miller
County Manager

2-14-19
Date

Approved as to form:


R. Bruce Frederick
County Attorney

2-7-19
Date

Finance Department:


Stephanie S. Clarke
Finance Director

2-12-19
Date

Santa Fe Community College

Cecilia Cervantes, Ph.D
Interim President

Date

Nick Telles, Vice President of Finance

Date

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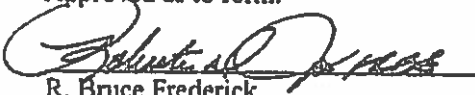
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Finance Department:

Stephanie S. Clarke
Finance Director

Date

Santa Fe Community College


Cecilia Cervantes, Ph.D
Interim President

2/11/19
Date


Nick Telles, Vice President of Finance

2/8/19
Date