



Economic Development Review Committee

June 12, 2017



Agenda

DATE 6/6/17 TIME 2:57
SERVED BY Fabian Trujillo
RECEIVED BY SSS

Economic Development Review Sub-Committee

Market Station at the Railyard
500 Market Station, Suite 200

Round House Conference Room
Monday, June 12, 2017
3:00 PM

I. PROCEDURES

- A. Roll Call
- B. Approval of Minutes – May 2, 2017
- C. Approval of Agenda
- D. Welcome and Introduction

II. ACTION ITEMS

- A. Request for review and approval of seven (7) contract renewals for the FY-2017-2018 economic development portfolio as awarded through RFP to provide workforce development, entrepreneurial acceleration, and other support for business development in Santa Fe for a total funding amount of \$499,000 as identified (Alexandra Ladd and Matthew Brown):
 - 1. Professional Services Agreement, Amendment No. 1 – Santa Fe Business Incubator RFP 16/38/P;
 - 2. Professional Services Agreement, Amendment No. 1 – Youthworks RFP 16/37/P;
 - 3. Professional Services Agreement, Source for Educational Empowerment and Community Development (SEED) RFP 16/37/P;
 - 4. Professional Services Agreement, Amendment No. 2 – Market Intelligence Solutions, LLC RFP 16/38/P;
 - 5. Professional Services Agreement, Amendment No. 4 – MIX/BizMix - Andrea Romero Consulting RFP 15/29/P;
 - 6. Professional Services Agreement, Amendment No. 2 – Lacey Adams Design RFP 15/07/P;
 - 7. Professional Services Agreement, Amendment No. 2 – SCORE RFP 15/38/P.

III. INFORMATIONAL ITEMS (None)

IV. REPORTS (none)

V. ITEMS FROM THE COMMITTEE

VI. ITEMS FROM STAFF

VII. NEXT MEETING DATE – Meet as needed

Minutes

**SUMMARY OF ACTION
ECONOMIC DEVELOPMENT REVIEW SUBCOMMITTEE
MARKET STATION AT THE RAILYARD
500 MARKET STATION, SUITE 200
CABOOSE CONFERENCE ROOM
TUESDAY, MAY 2, 2017, 3:00 PM**

<u>ITEM</u>	<u>ACTION</u>	<u>PAGE</u>
CALL TO ORDER		1
ROLL CALL	QUORUM	1
APPROVAL OF MINUTES	APPROVED	1
APPROVAL OF AGENDA	APPROVED	2

ACTION ITEMS

REQUEST FOR APPROVAL OF AN ORDINANCE RELATING TO THE CITY OF SANTA FE ECONOMIC DEVELOPMENT PLAN ORDINANCE, ARTICLE 11-11-SFCC 1987; APPROVING AND ADOPTING A LOCAL ECONOMIC DEVELOPMENT PROJECT PARTICIPATION AGREEMENT BETWEEN THE CITY OF SANTA FE AND SECOND STREET BREWERY, INC. FOR EXPANSION OF A NEW MANUFACTURING FACILITY, A LOCAL ECONOMIC DEVELOPMENT PROJECT.	APPROVED	2-4
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INFORMATIONAL ITEMS

UPDATE ON ECONOMIC DEVELOPMENT FUND PORTFOLIO, AS PER RFP 16/37/p	INFORMATION/DISCUSSION	4-5
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REPORTS	NONE	5
ITEMS FROM THE COMMITTEE	NONE	5
ITEMS FROM STAFF	INFORMATION/DISCUSSION	5-6
NEXT MEETING DATE	MEET AS NEEDED	6
ADJOURN	ADJOURNED	6

**ECONOMIC DEVELOPMENT REVIEW SUBCOMMITTEE
MARKET STATION AT THE RAILYARD
500 MARKET STATION, SUITE 200
CABOOSE CONFERENCE ROOM
TUESDAY, MAY 2, 2017, 3:00 PM**

1. CALL TO ORDER

The meeting of the Economic Development Review Subcommittee was called to order by Chair Simon Brackley, at 3:00 pm, on Tuesday, May 2, 2017, at the Market Station at the Railyard, 500 Market Station, Suite 200, Caboose Conference Room, Santa Fe, New Mexico.

2. ROLL CALL

MEMBERS PRESENT

Simon Brackley, Chair
Lisa Alejandro
Cervantes "Buddy" Roybal

MEMBERS ABSENT

Kathy Keith, Vice Chair, Excused
Damon Taggart, Excused

OTHERS PRESENT

Alexandra Ladd, Interim Director, City of Santa Fe Economic Development
Fabian Trujillo, City of Santa Fe Economic Development
Rob Tweet, 2nd Street Brewery
Bruce Krusnow, Santa Fe New Mexican
Matt Brown
Jody Larson, League of Women Voters
Ryan Eustic, State of New Mexico Economic Development
Elizabeth Martin, Stenographer

3. APPROVAL OF MINUTES

MOTION A motion was made by Mr. Roybal, seconded by Ms. Alejandro, to approve the minutes as presented.

VOTE The motion passed unanimously by voice vote.

4. APPROVAL OF AGENDA

MOTION A motion was made by Ms. Alejandro, seconded by Mr. Roybal, to approve the agenda as presented.

VOTE The motion passed unanimously by voice vote.

5. ACTION ITEMS

- A. REQUEST FOR APPROVAL OF AN ORDINANCE RELATING TO THE CITY OF SANTA FE ECONOMIC DEVELOPMENT PLAN ORDINANCE, ARTICLE 11-11-SFCC 1987; APPROVING AND ADOPTING A LOCAL ECONOMIC DEVELOPMENT PROJECT PARTICIPATION AGREEMENT BETWEEN THE CITY OF SANTA FE AND SECOND STREET BREWERY, INC. FOR EXPANSION OF A NEW MANUFACTURING FACILITY, A LOCAL ECONOMIC DEVELOPMENT PROJECT.**

Mr. Trujillo thanked everyone for being here today and introduced Mr. Rod Tweet, President of Second Street Brewery, Inc. He said the Second Street Brewery is expanding into a new location with a production facility, tap room and dining room. They will be creating 51 new jobs. We are asking for approval for \$100,000 for infrastructure from the LEDA fund to help them with their expansion. Economic based ventures are only required to generate 5 new jobs for this funding but they will create 51 during a 5 year period. The jobs pay an average of over \$67,000. Staff recommends approval.

Mr. Tweet said it is going to be dining room with a full menu. We are putting a production facility and packaging line and canning there. The tap room will serve on site but we will be seeking draft accounts as well. We already have our wholesale license. LEDA funds will help us finish the renovations on the 20,000 square foot building we are completing. The infrastructure will be to support the packaging line. We do 1,800 barrels a year now. This facility will allow us to get to 8,000 to 10,000 barrels a year, possibly higher. It is a big jump in scale for us.

Chair Brackley asked this endorsement will qualify you for LEDA funds. There are no out of pocket expenses from the City.

Mr. Trujillo introduced Ryan Eustic, with the State Office of Economic Development. He said we are working in cooperation to do this. No City funds are being used. It is all State money from the LEDA fund. It has to go through us as fiscal agent.

Mr. Roybal asked what about exporting.

Mr. Tweet said our plan is to do as much as we can in New Mexico and then go outside to neighboring states.

Mr. Eustic said this has been meticulously thought out on his behalf. It is a pretty easy project to get behind. No hesitation.

Mr. Roybal said 51 jobs is great and the salary range is very good for Santa Fe.

Chair Brackley said this business is an existing business that has been slowly growing and is successful. It is a great partnership. Brewing is an emerging sector of New Mexico.

Mr. Eustic said brewing is one of the larger clusters the State is successful at.

Ms. Alejandro said this is a great project. She has paid attention to this industry. It is good to see this.

Mr. Tweet said it is nice that what we are doing is under one roof. That does not exist in the city limits yet.

Ms. Alejandro asked where in New Mexico would you branch out. What are your target markets.

Mr. Tweet said we will self distribute which we can do in New Mexico. There is a 2 tier system in this State. We would need a wholesaler out of state and that is another margin cut. We want to ramp up in state and then when we are ready to make a bigger leap we will go forward. Texas would be a target and other states that are not saturated. That is the 2nd phase.

Mr. Roybal said it is nice to see the effort between the State and the City. He appreciates that.

Chair Brackely said it seems like Albuquerque would be the sweet spot.

Mr. Tweet said Albuquerque Brewery sells a lot of beer up here and we want to sell a lot of beer there.

Mr. Alejandro asked are you selling to restaurants or doing retail.

Mr. Tweet said both, at the same time. It is brand building. We have to stay on top of current trends.

Ms. Ladd asked which one is going to cans first.

Mr. Tweet said the 29/20 IPA was developed to be a canned product. After that we have not settled on the next one yet.

Chair Brackley asked our recommendation goes to BQL.

Mr. Trujillo said yes.

MOTION A motion was made by Mr. Roybal, seconded by Ms. Alejandro, to recommend approval to BQL.

VOTE The motion passed unanimously by voice vote.

Mr. Tweet said thank you very much.

6. INFORMATIONAL ITEMS

A. UPDATE ON ECONOMIC DEVELOPMENT FUND PORTFOLIO, AS PER RFP 16/37/p

Chair Brackley said a year ago we recommended investments through the portfolio. He asked for details about the fund and the investments.

Ms. Ladd said the report is in your packet. This is a fairly high altitude look at what the current status and performance is. She grouped the contracts into the 4 main areas of focus for the City, then looked at the percentage of the total of the portfolio and how much money went into each area and the percentage drawn. A chunk of the funding is the acceleration fund which has not been awarded yet. One contract has issues about change in the vendor name. That is the Inspire Santa Fe Program. Youth Works is up to date on drawing their money. The Business Incubator is as well. We are beginning the process of looking at what the year 2 plans are. We are hoping City funds are leveraging new funds into the program so that less City funds are used. These programs, for the most part, are recommended to be continued per the plan. One that has not drawn down any funds is the contract for the study of co working space and there has been no action on that. They need to invoice us. After the next couple of weeks we will have a better idea about unexpended funds.

Chair Brackley said he would like to know what their recommendations are. There may be a recommendation for the City to invest in something. We need to know that.

Ms. Ladd said she looked at the scenario if all the current projects were funded again at the year 2 plan amount and knowing the funding we expect to come in, could we fund everything and the answer was yes, we could. We are almost certain to have

more GRT than we think and more closings. We can then move forward with new programs.

Chair Brackley asked will those new programs come to this committee.

Ms. Ladd said they will come here first.

Mr. Roybal said he would like to see a strong partnership between the State and the City.

Ms. Alejandro said previously we talked about looking at where the LEDA funds were spent and if Santa Fe is well represented.

Mr. Krusnow said there is a map on their website. It is an issue statewide. Santa Fe is well represented.

Chair Brackley said there is a bit of change of the committee structure going on. This may be his last meeting as Chair. Councilor Lindell will be the new Chair.

Chair Brackley said he would like an update on the next agenda as well as of the portfolio. He wants to support what the Department is doing.

Ms. Ladd said that would be helpful for her as an administrator. She will get with those who have contracts and get their final reports.

7. REPORTS

None.

8. ITEMS FROM THE COMMITTEE

None.

9. ITEMS FROM STAFF

Ms. Ladd said she has been busy in the interviewing process for the new Economic Development Director. Matt Brown who is here today, is a candidate who in addition to 2 others, went through their second interview.

Chair Brackley said he is on the committee interviewing candidates.

Chair Brackley said we need to have information on what our committee structure will be. He likes to have business people on these committees.

Chair Brackley said for the record again, he would like to recommend to BQL that they change their meeting times to 8:00 am or 4:30 pm in order to make it easier for business people to participate.

10. NEXT MEETING DATE MEET AS NEEDED

11. ADJOURN

There being no further business before the committee the meeting adjourned at 3:35 pm.

Simon Brackley, Chair




Elizabeth Martin, Stenographer

Action Items



DATE: June 2, 2017

TO: Economic Development Review Committee – June 12
Economic Development Advisory Committee – June 14
Finance Committee – June 19
City Council – June 28

FROM: Alexandra Ladd, Office of Economic Development 

RE: Economic Development Renewal Contracts for FY 2017/18

ACTION REQUESTED:

Staff requests approval of the seven renewal contract amendments and renewal that make up the Office of Economic Development investment portfolio. Funding for these contracts was included in the Fiscal Year 2017-18 budget for the Office of Economic Development and will be allocated from Business Unit 22116, Line Item 510300. The total funding amount is \$499,000.

- Lacey Adams Design (\$6,000)
- Market Intelligence Solutions (\$24,000)
- MIX/BizMIX/Andrea Romero Consulting (\$40,000)
- Santa Fe Business Incubator (\$200,000)
- SCORE (\$25,000)
- SEED: Inspire Santa Fe (\$20,000)
- Youthworks (\$180,000)

BACKGROUND:

The City of Santa Fe's Economic Development Plan, the Angelou Plan, was adopted in 2004 after an extensive community process. The Angelou Plan organized community thinking around economic development and set the key goal as achieving a diversified economy in addition to the traditional employment bases of government and tourism. In 2008, the City Council adopted a "Strategy for Implementation" which focused and refined the Angelou Plan to five target industries (Technology, Media, Green, Arts& Culture, Knowledge Based) and three areas of focus (Business Development, Workforce Development and Sites & Infrastructure). In 2012, a strategic update was done through the Business and Quality of Life (BQL) Committee. The 2012 update focused on entrepreneurship after working groups and community forums made recommendations to develop local businesses as means of supporting the current economy and laying the groundwork for a vibrant future.

Two RFPs were issued in late April 2016, one focused on Business/Entrepreneurial Development and one focused on Workforce/Talent Development. Proposals were selected based on their potential to diversify Santa Fe's economy, build/retain a skilled workforce, and create tangible, transformational effects.

ITEM AND ISSUE:

Staff requests approval of the portfolio of contracts for FY 2017-18 as described in the following section. Note that some of the contract funding amounts reflect a "haircut" from 2016-17 funding amounts, keeping in line with the City's objective of supporting organizational independence from city funds.

Business Development

- **Santa Fe Business Incubator (\$200,000)** – The Santa Fe Business Incubator (SFBI) uses best practices in incubation to develop primarily high-wage, high-growth businesses that attract capital, revenue and broaden the local tax base. Located at the corner of Airport Road and Paseo del Sol, SFBI provides an incubator facility that includes a bio-science lab and community co-working space. It also hosts dozen of events for community partners. Metrics include number of businesses served and requests for assistance categorized by industry and area of need, investment attracted, jobs, created, wages and payrolls.
- **SCORE (\$25,000)** – SCORE partners with the City, SFBI and the Santa Fe Community Foundation to deliver business training events. For FY-2017/2018, SCORE will conduct 9-10 seminars and 2-3 workshops. Metrics and deliverables include attendance at seminars and workshops, type of business assisted, and business expansions assisted. This is a renewal and brings the contract total over two years to \$75,000.

Workforce Development

- **Youthworks (\$180,000)** – The Youthworks! Workforce Innovation Program (WIP) builds a skilled local workforce through partnership with the local business community, targeting specific career track industries. Program participants receive job-readiness/soft skills training and educational needs assessment. They are placed in professional job settings, generally with local businesses which pay 2/3 of the wages of the youth employed. Metrics include 60-75 local youth in the program and the number of placements, program completions (minimum of 240 hours), number who obtain employment, number of college placements and certifications achieved, number of GED achievements, total hours worked by youth and funds leveraged for the program.
- **SEED: Inspire Santa Fe (\$20,000)** - Inspire Santa Fe (originally housed within Siete del Norte) facilitated a citywide mentorship for middle-school and high-school students. Participants learned soft skills, like communication and working with a partner, and developed strong professional relationships in Santa Fe with a long term goal of retaining local talent. It has also served as a significant community engagement mechanism for professional mentors. Metrics include reporting the number of successful mentorships, a citywide mentorship festival, reporting on the progress and outcomes of each protégé/mentorship via

surveys of participants, and a final report including feedback from all stakeholders and participating schools.

Entrepreneurship/Acceleration

- **Andrea Romero Consulting/MIX Santa Fe/bizMIX (\$40,000)** – Andrea Romero provides services to support the coordination and organization of all MIX activities including: events, bizMIX and other special projects, strategic planning, volunteer deployment, communication and sponsor development. Hours are billed as worked on a reimbursement basis. More than 300 organizations and businesses have been involved with MIX through events, contests and special projects (e.g. REMIKE). MIX has also become a key entrepreneurial initiative through the start-up business plan competition known as bizMIX. Metrics include event attendance, sponsorships attracted, bizMIX company success and survey data. This is a renewal and brings the contract total over three years to \$108,000. Note: this amount reflects the consolidation of two consulting contracts (formerly Lindsey Harder performed the event organization services) as well as an increasing focus on providing a forum for entrepreneurial acceleration.

Other Consulting

- **Market Intelligence Solutions (\$24,000)** – Market Intelligence Solutions worked closely with the Office of Economic Development staff during the 16-17 fiscal year to design an improved system of measurement and data collection. The focus has been on the existing entrepreneurial ecosystem and how to design and deliver better support services, encourage collaboration, avoid duplication of effort, measure progress, and customize services to real world needs of Santa Fe businesses. Metrics include delivery of a data collection template and work with contractors to adjust and improve the measurement of programs. Additionally, this contractor worked closely with staff on the Crossroads report. The contract amount and amended scope of work for 2017-18 reflects additional work on future phases of planning to implement recommendations from the report.
- **Lacey Adams Design (\$6,000)** – Much of the branding and design of the Office of Business Growth's printed materials have been provided by this contractor. Amending this contract to add funding for FY 2017-18 ensures that ongoing projects that require design services stay consistent in appearance (SCORE workbooks, resource directories, etc.) to previous publications.

Other Economic Development Contracts

The following contracts were set up on funding cycles that are not aligned with the City's fiscal year and are not included in this packet for approval. Funding for renewals is included in the FY 2017-18 Office of Economic Development budget so that when the contract terms expire, staff will bring forward the renewals for approval later in the fiscal year.

- **Building Solutions (\$20,000)** – Building Solutions delivered the Public Banking Feasibility Study for the City of Santa Fe in 2015. Building on that work, a local lending solutions program was proposed to improve the ability of the local lending community to participate in loans in ways that will distribute risk and facilitate greater lending into the business community in Santa Fe. The contractor developed a concept for a “cooperative financing platform” to support small businesses who don’t otherwise qualify for conventional financing. Later phases of the project will explore the feasibility and implementation of such mechanisms.
- **Make Santa Fe (\$20,000)** – Make Santa Fe in FY 16-17 piloted a digital fabrication and manufacturing training program, benchmarked to Department of Labor standards, in partnership with The Parachute Factory in Las Vegas, NM. Eight students successfully completed the program. Metrics and deliverables include development of a curriculum, a six-month pilot program which will train a between ten and thirty individuals, job placement of 50% of graduates and a final report with data and tracking of program results.
- **Regional Development Corporation (\$30,000)** – The Regional Development Corporation (RDC) will administer the Venture Acceleration Fund a long-running fund, which has been primarily funded by Los Alamos National Labs(LANL) through the RDC. It provides funding for technology and manufacturing companies that will positively impact the regional economy. Santa Fe companies have benefitted from this funding for years and with the changing landscape at LANL the commitment of engaged communities is more important than ever. Metrics and deliverables include administration of the \$30,000 and results tracking (job creation, company expansion, investment attracted, ROI) of the Santa Fe companies that receive funding with no administrative costs to the City.

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#16-0707**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated August 2, 2016 (the "Agreement"), between the City of Santa Fe (the "City") and Santa Fe Business Incubator (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

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

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

1. COMPENSATION

Article 3, Paragraph A of the Agreement is amended to increase the amount of compensation by a total of two hundred thousand dollars (\$200,000), so that Article 3, Paragraph A reads as follows:

A. The City shall pay to the Contractor in full payment for services rendered a sum not to exceed four hundred five thousand dollars (\$405,000), inclusive of applicable gross receipts taxes.

2. TERM AND EFFECTIVE DATE.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and terminate on June 30, 2018, unless sooner pursuant to Article 6 infra.

B. Option to Renew. The City retains the right to renew this Agreement up to two additional one year terms contingent upon parties reaching an agreement as to the terms and conditions. The option may be exercised by the City by notifying Contractor in writing at least 45 days prior to the expiration.

2. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

CONTRACTOR:

SANTA FE BUSINESS INCUBATOR

JAVIER M. GONZALES, MAYOR

By: _____

Date: _____

Date: _____

CRS # 02-283987-00-9

City of Santa Fe Business

Registration # 17-65070

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

ADAM K. JOHNSON, DIRECTOR
FINANCE DEPARTMENT

22116.510340
BUSINESS UNIT/LINE ITEM

DRAFT

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

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

1. SCOPE OF SERVICES

The Contractor shall provide business incubation services for the City, including the following:

A. A program to assist early stage businesses to launch, grow and prosper in Santa Fe and regularly measure and track program effectiveness.

1) Business training, mentoring, coaching and workshops directly and/or in collaboration with other business development service providers.

2) Connect client companies to sources of capital, such as loan programs, Angel funding, venture capital, research grants, individual investors and other programs and resources.

B. A program to assist and encourage individuals interested in starting a business by providing: general assistance as appropriate, connections to other

entrepreneurs, collateral materials and referrals to business resources.

C. Professional facility and shared infrastructure for early stage businesses including: office and light production spaces, conference and meeting rooms, common areas, lunch rooms, shared equipment, telecommunications and high speed internet service and/or access.

D. Operation of the shared bio-science laboratory.

E. Promote and market SFBI and its available services and the activities of client companies through a SFBI website, social media, traditional media , in-person outreach and presentations, and other activities and communications highlighting news and activities of SFBI and client companies. (See Exhibit B, Communications for Events and Activities)

F. Work collaboratively with other key community economic development entities to provide additional assistance and resources for clients, and refer clients and others to appropriate resources and programs in the community as needed.

G. In order to help further a city wide data collection effort to better understand the local

entrepreneurial and workforce community, programs and constituent needs, SFBI agrees to contribute requested internal (non-confidential) data to the City's economic development data staff or contractor and to make every reasonable effort to align data collection efforts to inform this effort.

H. Provide metrics and reports in accordance with the scope of work as described in sections A-F. SFBI shall continue to coordinate with the City Office of Economic Development to provide data and reports as required.

I. Provide quarterly reports (see Exhibit A, Sample Quarterly Report) which include information managed in, but not limited to, the Incutrack software system and the following:

(1) The number of client companies/entrepreneurs assisted including SFBI client-tenants, affiliate client-members, and other program participants. Include the number of new clients/members and graduates.

(2) Number of new jobs added by clients/members. These shall be measured according to a full-time annual equivalency.

(3) Sales and revenue, and the amount of investment attracted and loans received.

(4) Note observations and trends in business assistance requests and referrals, including common types of technical assistance needed, emerging trends (ie: concept development; financing; workforce; marketing; etc.).

(5) Develop and distribute a bi-annual online survey to program participants, through Incutrack.

(6) Identify general industry sectors of clients/members and others.

(7) Notable changes or additions to facility or infrastructure including rental spaces, shared equipment, or other. Any notable information about demand for infrastructure services provided or needed.

(8) SFBI shall provide a narrative report with anticipated program plans, changes and goals.

(9) Any other highlights, relevant trends, client service outcomes and developments of note or special interest regarding client companies and SFBI.

J. Provide an annual report (inclusive of the 4th quarter report). In addition to quarterly report metrics, other key metrics shall be gathered on an annual basis and reported in the 4th quarter report.

2. STANDARD OF PERFORMANCE; LICENSES

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

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor a sum not to exceed two hundred five thousand dollars (\$205,000) inclusive of gross receipts taxes.

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

C. Payment shall be made upon receipt and approval by the City of detailed statements containing a report of services completed and satisfactory deliverables achieved. The Contractor shall also report on expenses in at least four categories: staffing (payroll, benefits, travel, training, etc.), property (make ready, other property costs), Equipment (shared, technology, IT, software, etc.) and program (events, associations, etc.).

The Contractor shall invoice quarterly for services provided in an amount that does not exceed forty percent (40%) of the total compensation for any given quarter and in an amount which reflects the accounting for costs and expenses.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and terminate amended to June 30, 2017, unless sooner pursuant to Article 6 below.

B. Option to Renew. The City retains the right to renew this Agreement up to three additional one year terms contingent upon parties reaching an agreement as to the terms and conditions. The option may be exercised by the City by

notifying Contractor in writing at least 45 days prior to the expiration.

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 days written notice to the Contractor.

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

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

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

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

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

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

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

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

9. CONFLICT OF INTEREST

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

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the

Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

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

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

13. INDEMNIFICATION

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

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant

to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or

legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

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

21. SEVERABILITY

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

22. NOTICES

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

City of Santa Fe:
Housing and Community Development
Department
P.O. Box 909
Santa Fe, NM 87504

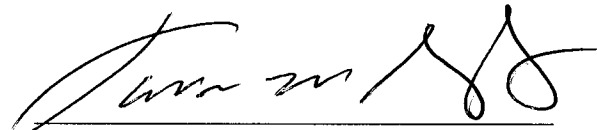
Contractor:
Santa Fe Business
Incubator
3900 Paseo Del Sol
Santa Fe, NM 87505

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

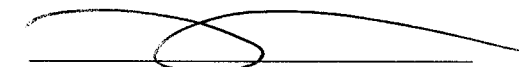
CITY OF SANTA FE:

CONTRACTOR:

SANTA FE BUSINESS INCUBATOR


JAVIER M. GONZALES, MAYOR

DATE: 8/2/16



(Name & Title)
MARIE LONGSERRE, PRESIDENT + CEO
DATE: 8/24/2016

CRS # 02283987009
City of Santa Fe
Business
Registration # 16-65070

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 7/27/16

APPROVED AS TO FORM:

 7/6/16
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

 7-27-2016
OSCAR RODRIGUEZ, DIRECTOR
FINANCE DEPARTMENT

22116.510340
BUSINESS UNIT/LINE ITEM

EXHIBIT A

SFBI SAMPLE REPORTS

Note: Certain metrics, as noted, are collected and reported on a quarterly basis from interim client reports and surveys. These may not be assumed to represent all activity and outcomes in a particular quarter due to differences in client rotations and their fiscal and accounting systems. Other key metrics, as noted, are collected and aggregated on an annual basis. When interim reports are not available from all clients, SFBI reports the most recent data available and notes the approximate percentage of clients/data reported in a quarter. Aggregate metrics are reported annually.

SFBI will note compliance with the contractual scope of work items in a quarterly summary: see Section I. SFBI will submit the following metrics and details quarterly: see Section II. SFBI will submit an annual metrics report: see Section III.

I. COMPLIANCE WITH CONTRACT SCOPE OR WORK. Description of contractual items **not covered** in Quarterly Metrics Section II or Annual Report Section III.

II. QUARTERLY METRICS REPORT. Percentage of clients reporting in quarter: ___%

1. Current Client Companies and Members. Total all current clients/members:

___#___ *List of core client companies, see attachment #x.*

A. Core Client Companies Total: ___#___

i. Client Company Tenants Total: ___#___

ii. Client Company Affiliates: ___#___

B. Other Members Total: ___#___

i. Co-Working: ___#___

ii. Launch Pad or Runway, Pre-Incubation -#-

iii. Other: ___#___

2. New and Other. Total all new clients/members in current quarter: ___#___

A. New Core Clients in the Quarter. Total: ___#___

i. New Client Company Tenants Total: ___#___

ii. New Client Company Affiliates: ___#___

B. New Members/Other in the Quarter: ___#___

i. New Co-Working: ___#___

ii. New Launch Pad or Runway, Pre-Incubation: ___#___

iv. New Other: ___#___

C. Total estimated, aggregate number of participants in incubator hosted trainings, business development activities and events in Quarter: ___#___

3. Service Providers, Business Development Organizations, Partners Hosted On-Site during the Quarter. Total Number: ___#___

- A. Resident Service Providers, Business Development Organizations, Partners.
See list in attachment #x.
- B. Hosted Service Providers, Business Development Organizations, Partners. See attachment #x.
- 4. Types of Clients and Participants
 - A. Current Clients and Members by Type. Companies involved in multiple categories are counted in most applicable category:
 - i. Technology Development, Services, Other
 - 1. Bio-Tech/Life Sciences __#__
 - 2. Software/IT __#__
 - 3. Energy __#__
 - 4. Green Tech (other than energy) __#__
 - 5. Material Science __#__
 - 6. Other Technology as self-defined __#__
 - ii. Manufacturing
 - 1. Technology Manufacturing __#__
 - 2. Other General Manufacturing __#__
 - iii. Non-Technical, Service Providers, Other as self-defined: __#__
 - iv. Other/ Self Defined: __#__
 - B. New Clients and Members by Type. Companies involved in multiple categories are counted in most applicable category:
 - i. Technology Development, Services, Other
 - 1. Bio-Tech/Life Sciences __#__
 - 2. Software/IT __#__
 - 3. Energy __#__
 - 4. Green Tech (other than energy) __#__
 - 5. Material Science __#__
 - 6. Other Technology as self-defined __#__
 - ii. Manufacturing1. Technology Manufacturing __#__
 - iii. Other General Manufacturing __#__
 - iv. Non-Technical, Service Providers, Other __#__
 - v. Other/ as self-defined __#
 - C. Any notable observation or trends from general inquiries from program applicants and participants and others on their need and type of assistance requested.
- 5. Client Graduates/Exits in Quarter. Total: __#__
 - A. Tenant: -#-
 - B. Affiliate Companies: __#__
 - C. Other members: __#__ D.

D. Length of participation in the SFBI program as tenant or affiliate.

6. Note observations and trends in business assistance requests and referrals, including common types of technical assistance requested.
7. Infrastructure provided (per Scope of Services). Describe notable changes or adaptations of the following quarterly:
 - A. Describe Notable Changes to Facility Provisions of:
 - i. Client Rental Space
 - ii. Common areas
 - iii. Shared equipment
 - iv. IT and Telecommunications Infrastructure
 - v. Other
 - B. Describe the infrastructure needs that were identified and how those needs are being met or dealt with, and/or identified unmet needs.
8. Key Economic Impact Metrics Surveyed Quarterly:
 - A. New jobs created in Quarter (full time annual equivalent): #
 - i. Full Time employees/contractors: #
 - ii Part Time employees/contractors: #
 - B. Total Current full time employees/contractors: #
 - C. Total Current part-time employees/contractors: #
 - D. Payroll/wage: \$ xxxx
 - E. Wage Ranges paid. *Wages, see attachment #x.*
 - F. Number of high-wage jobs: #
 - G. Total Sales and/or revenue: \$ xxxx
 - H. Capital/investment funding attracted: \$xxxxx
 - I. Loan funding: \$xxxx
 - J. Grant/contract/research grants-contracts/other revenue: \$xxxxx
9. Developments of note or special interest
 - A. Client company highlights:
 - B. SFBI highlights
 - C. Other
10. Description of support/services offered and notable program successes and impacts. Attach training and business development activities and events list; see attachment #x.
 - A. Core tenant clients and affiliates
 - B. Co-working members
 - C. Launch pad or Runway, pre-incubation participants, other
 - D. General inquiries and walk-ins
 - E. Co-located and collaborative service providers
11. Narrative update on any anticipated program plans, changes and goals.
12. Provide data about applicants and clients in graphic form
 - A. Graph client income and payroll by quarter.

III. ANNUAL REPORT: Key Economic Metrics in Aggregate

- A. New jobs created (full time annual equivalent): #
 - i. Total Full Time employees/contractors: #
 - ii Total Part Time employees/contractors: #
- B. Payroll/wages Annual: \$ xxxx
- C. Wage Ranges paid. *Wages, see attachment #x.*
- D. Number of high-wage jobs in year: #
- E. Total sales and/or revenue Annual: \$ xxxx
- F. Capital/investment funding attracted Annual: \$xxxxx
- G. Loan funding Annual: \$xxxxx
- H. Grant/contract/research grants-contracts/other revenue Annual: \$xxxxx
- I. Number of Core Client Resident/Affiliate Served Annual: #
- J. Number of Member/other clients served Annual: #
- K. Estimated, aggregate number of event and training attendees annual
- L. Description of the attraction and development of potential SFBI clients and how the pipeline is managed.
- M. Description of any plans for major expansions, additions or changes to operations and programs in the next fiscal year.
- N. Narrative update on any ideas or recommendations to align incubator programs with other economic development programs in the community and at the City of Santa Fe.
- O. Data about applicants and clients in graphic form
 - A. Submit a graphic that shows industry types.
 - B. Graph of annual client income and payroll.
- P. Provide an annual expense interim report that is divided into 4 or more categories; property, equipment, staffing, programs and other.

EXHIBIT B - Communications for Events and Activities

SFBI will utilize several media channels to regularly communicate programs and activities and as new and notable events or updates occur:

1. Copy the City on press releases and media announcements of upcoming events, the outcomes of SFBI activities and noteworthy client news.
2. Copy the City on email notices we send our participants about upcoming programs and opportunities.
3. Use social media to give notice of activities and client news, including Facebook, as well as other appropriate technology platforms.
4. Work with traditional media outlets to recognize and promote clients, activities and outcomes.
5. Notify the City of long-range plans and new programs in the appropriate sections of the quarterly reports.
6. Exclusive of quarterly reports, contact the City when more involved long-term events and programs are to be held that provide opportunities for the City to promote and support them, for example: Start-Up Weekend.
7. Distribute electronically SFBI “Insider” newsletters and special “Flash Focus” updates on SFBI, clients and outcomes to City staff and leadership.
8. Participate in collaborative groups and programs such as: The Santa Fe Business Service Providers group, where information about programs and activities is shared with the City and other area business service providers.

American Hallmark Insurance Company of Texas

777 Main St Ste 1000 Fort Worth, TX 76102

COMMERCIAL GENERAL LIABILITY**RENEWAL DECLARATION****POLICY NO. 44-CL-414673-19/000**

RENEWAL OF 44-CL-000414673-18

NAMED INSURED AND MAILING ADDRESS**AGENCY AND MAILING ADDRESS****7149**REGIONAL DEVELOPMENT CORPORATION
PO BOX 2698
ESPANOLA NM 87532BLUE CHIP INSURANCE AGY, INC.
PO BOX 5355
SANTA FE NM 87502

POLICY PERIOD: From 06/05/2016 to 06/05/2017 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

LIMITS OF INSURANCE

GENERAL AGGREGATE	\$	2,000,000	
PRODUCTS-COMPLETED OPERATIONS AGGREGATE	\$	INCLUDED	
PERSONAL INJURY & ADVERTISING INJURY	\$	1,000,000	
EACH OCCURRENCE	\$	1,000,000	
DAMAGE TO PREMISES RENTED TO YOU	\$	100,000	ANY ONE PREMISES
MEDICAL EXPENSE	\$	5,000	ANY ONE PERSON

STATE - 1

LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY:

LOC # 1: 706 BOND ST	ESPANOLA, NM 87532
LOC # 2: 1704 LENA ST	SANTA FE NM 87505

LOC CLASSIFICATION	CODE	PREMIUM BASIS	PMS RATE	PDTS RATE
1 BUILDINGS OR PREMISES - OFFICE - NOT-FOR-PROFIT ONLY PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT	61227	AREA	1,600 118.965	INCL
2 BUILDINGS OR PREMISES - BANK OR OFFICE - MERCANTILE OR MANUFACTURING - MAINTAINED BY THE INSURED (LESSOR'S RISK ONLY) - OTHER THAN NOT-FOR-PROFIT PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT	61217	AREA	500 35.923	INCL

HIRED AUTO LIABILITY PREMIUM \$ 120

NON-OWNED AUTO LIABILITY PREMIUM \$ 49



WESTFIELD
INSURANCE

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COMMERCIAL PACKAGE POLICY
RENEWAL
COMMON POLICY DECLARATIONS

34

COMPANY PROVIDING COVERAGE

WESTFIELD INSURANCE COMPANY

NAMED INSURED AND MAILING ADDRESS

AGENCY

30-02031

PROD.

000

SANTA FE BUSINESS INCUBATOR
3900 PASEO DEL SOL
SANTA FE NM 87507

HUB INTERNATIONAL SW LTD
2044 GALISTEO STE 2
SANTA FE NM 87505-2100
TELEPHONE 505-982-4296

Policy Number: CWP 7 331 729

| 11 |

WIC Account Number: 3070000637

| Q

**Policy
Period**

**From
To**

11/18/15
11/18/16

**at 12:01 A.M. Standard Time at your
mailing address shown above.**

Business: BUSINESS SERVICES PROVIDER

Named Insured is: NON-PROFIT ORGANIZAT

**In return for the payment of the premium, and subject to all terms of this
policy, we agree with you to provide the insurance as stated in this policy.**

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS

COMMERCIAL PROPERTY COVERAGE PART	\$	7,446.00
COMMERCIAL GENERAL LIABILITY COVERAGE PART	\$	1,464.00
COMMERCIAL AUTO COVERAGE PART	\$	54.00
COMMERCIAL INLAND MARINE COVERAGE PART		Included
CRIME AND FIDELITY COVERAGE PART		Included
COMMERCIAL UMBRELLA COVERAGE PART	\$	750.00
TERRORISM INSURANCE COVERAGE	\$	97.00

Policy Annual Premium \$ 9,811.00

Total Advance Annual Policy Premium \$ 9,811.00

The above is a summary of your coverages. For more detail,
please refer to the individual coverage parts inside your policy.

Forms and Endorsements applicable to all coverage parts:

IL0019 0488 , IL0017 1198 , ID7004 0411 , IL0003 0908 .

COUNTERSIGNED: 11-16-15

Date

BY

Emily Harman

Authorized Representative



WESTFIELD INSURANCE

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RENEWAL COMMERCIAL PROPERTY DECLARATIONS

COMPANY PROVIDING COVERAGE

WESTFIELD INSURANCE COMPANY

NAMED INSURED AND MAILING ADDRESS

AGENCY

30-02031

PROD.

000

SANTA FE BUSINESS INCUBATOR
3900 PASEO DEL SOL
SANTA FE NM 87507

HUB INTERNATIONAL SW LTD
2044 GALISTEO STE 2
SANTA FE NM 87505-2100
TELEPHONE 505-982-4296

Policy Number: CWP 7 331 729

| 11 |

WIC Account Number: 3070000637

| Q

Policy Period

From To

11/18/15
11/18/16

at 12:01 A.M. Standard Time at your
mailing address shown above.

DESCRIPTION OF PREMISES

Loc Bldg Address, City & State

001 001 3900 PASEO DEL SOL
SANTA FE, NM 87507

Construction

Non-
Combustible
Masonry Non-
Combustible

Occupancy

MULTI OCCUPANCY LRO
LRO AND OFFICE

001 002 3900 PASEO DEL SOL
SANTA FE, NM 87507

COVERAGES PROVIDED - Insurance at the described premises applies only for coverages for which a limit of insurance is shown. **OPTIONAL COVERAGES** applicable only when entries are made in the schedules below:

Loc Bldg	Coverage	Coins	Infl. Guard	Repl. Cost	Limit of Insurance	Premium
	Blanket Building	100%	4%	See Below	\$4,058,000	\$6,737
	Blanket Business Pers Prop	100%	N/A	See Below	\$99,000	\$492
001 001	Building	Blkt	Yes	Yes	Blanket	Blanket
	Cause of Loss: Special					
001 001	Business Personal Property	Blkt	N/A	Yes	Blanket	Blanket
	Cause of Loss: Special					
001 001	Bus Income incl Rental Value		N/A	N/A	12 mos. ALS	\$16
	Cause of Loss: Special					
001 002	Building	Blkt	Yes	Yes	Blanket	Blanket
	Cause of Loss: Special					
001 002	Business Personal Property	Blkt	N/A	Yes	Blanket	Blanket
	Cause of Loss: Special					
001 002	Bus Income incl Rental Value		N/A	N/A	12 mos. ALS	\$14
	Cause of Loss: Special					

OPTIONAL COVERAGES

Loc Bldg Applicable to

001 001
001 002

Option Description

Tier 1 Expanded Property Endt
Tier 1 Expanded Property Endt

Premium

\$107
\$80

Total Advance Annual Property Premium \$ 7,446.00

Mortgage Holder

Loc Bldg

001 001 CITY OF SANTA FE ECONOMIC
DEVELOPMENT DIVISION
PO BOX 909
SANTA FE, NM 87504

Loc Bldg

001 002 CITY OF SANTA FE ECONOMIC
DEVELOPMENT DIVISION
PO BOX 909
SANTA FE, NM 87504

Deductible is \$500

Forms and Endorsements applicable to this coverage part:

CP0030	0607*, CP0090	0788, CP7070	0712, IL0952	0115*, IL0178	0907,
CP0136	0300, IL0298	0515*, CP0140	0706, CP1032	0808, CP7097	1113,
CPDS00	1014*, CP1030	0607, CP0010	0607, CP1218	0607*, CP7096	1109,
CP0415	1000, CP0405	0402, CP1230	0695, CP0407	1091, CP0440	0607,
CP0417	0607, CP0401	1000,			



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RENEWAL COMMERCIAL PROPERTY EXPANDED COVERAGE ENDORSEMENT - TIER 1 SCHEDULE

COMPANY PROVIDING COVERAGE

WESTFIELD INSURANCE COMPANY

NAMED INSURED AND MAILING ADDRESS

AGENCY

30-02031

PROD.

000

SANTA FE BUSINESS INCUBATOR
3900 PASEO DEL SOL
SANTA FE NM 87507

HUB INTERNATIONAL SW LTD
2044 GALISTEO STE 2
SANTA FE NM 87505-2100
TELEPHONE 505-982-4296

Policy Number: CWP 7 331 729

| 11 |

WIC Account Number: 3070000637

| Q

Policy
Period

From
To

11/18/15
11/18/16

at 12:01 A.M. Standard Time at your
mailing address shown above.

COMMERCIAL PROPERTY EXPANDED COVERAGE ENDORSEMENT - TIER 1 SCHEDULE

This schedule modifies insurance provided under the
COMMERCIAL PROPERTY EXPANDED COVERAGE ENDORSEMENT - TIER 1

LOCATION SCHEDULE

Note: Crime Coverages included via CR 00 21 (or CR 00 25) apply on a
policy-level basis, including those locations/buildings not scheduled below.

Loc. Bldg.

No. No.
001 001
001 002

Address, City & State

3900 PASEO DEL SOL, SANTA FE, NM 87507
3900 PASEO DEL SOL, SANTA FE, NM 87507

The limits listed in Section I below are the most we will pay for each coverage
in any one occurrence unless a different limit is listed in Section II below.
(Refer to policy language for specific coverages, conditions and exclusions.)

Section I

Coverage

Limit of Insurance

Accounts Receivable (CM 00 66)	
Property At Your Premises	\$25,000
Property Away From Your Premises	NIL
Backup of Sewers or Drains	\$25,000
Brands and Labels (CP 04 01)	Included
Business Income from Dependent Properties	\$25,000
Changes in Temperature	\$1,000
Computer Coverage	
Hardware, Data and Media	\$25,000
Laptops/Portable Computers and Software (away from premises)	\$10,000
Credit Card Invoices	\$1,000
Debris Removal - Additional Insurance (CP 04 15)	
Building & Contents (Combined)	\$50,000
Deferred Payments	\$25,000
Employee Theft (CR 00 21) Or	
Employee Theft - Per Loss Coverage (CR 00 25)	\$25,000
Deductible Amount Per Occurrence:	NIL
Extra Expense	\$50,000
Fine Arts (IM 74 00)	
Max per item	\$2,500
Catastrophe Limit	\$10,000
Deductible:	NIL
Breakage:	Breakage Exclusion Applies
Fire Department Service Charge	\$10,000
(Virginia Includes Volunteer Fire Departments)	
(Increased Limits Are Not Available For Arizona)	



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RENEWAL
COMMERCIAL PROPERTY EXPANDED COVERAGE
ENDORSEMENT - TIER 1 SCHEDULE

34

COMPANY PROVIDING COVERAGE		WESTFIELD INSURANCE COMPANY		
NAMED INSURED AND MAILING ADDRESS		AGENCY	30-02031	PROD. 000
SANTA FE BUSINESS INCUBATOR 3900 PASEO DEL SOL SANTA FE NM 87507		HUB INTERNATIONAL SW LTD 2044 GALISTEO STE 2 SANTA FE NM 87505-2100 TELEPHONE 505-982-4296		
Policy Number: CWP 7 331 729		11	WIC Account Number: 3070000637	
Policy Period	From To	at 12:01 A.M. Standard Time at your mailing address shown above.		
	11/18/15 11/18/16			
Fire Extinguisher Recharge Expense		Included		
Forgery or Alteration (CR 00 21 or CR 00 25)		\$25,000		
Deductible Amount Per Occurrence:		NIL		
Foundations of Buildings		Included		
Inside the Premises - Theft of Money & Securities (CR 00 21 or CR 00 25)		\$25,000		
Deductible Amount Per Occurrence:		NIL		
Outside the Premises (CR 00 21 or CR 00 25)		\$25,000		
Deductible Amount Per Occurrence:		NIL		
Inventory and Appraisals		\$10,000		
Lock Replacement		\$2,500		
Newly Acquired or Constructed Property				
Buildings		\$1,000,000/180 days		
Business Personal Property		\$500,000/180 days		
Business Income		180 days		
Ordinance or Law (CP 04 05)				
Loss to undamaged portion of Building (if applicable)		Incl up to bld lmt		
Demolition Cost		\$50,000		
Increased Cost Of Construction		\$50,000		
Outdoor Property				
Any one tree, shrub or plant		\$1,000		
Any one occurrence		\$10,000		
Outdoor Signs		\$12,500		
Patterns, Dies, Molds, and Forms		\$10,000		
Peak Season - Automatic Increase (CP 12 30)				
Period (From/To): Annual Policy Period		Lesser of: 25% or \$50,000		
Personal Effects and Property of Others				
Any one person in any one loss		\$5,000		
Any one occurrence		\$10,000		
Pollutant Clean Up and Removal (CP 04 07)		\$25,000		
Deductible:		NIL		
Premises Boundary Increased Distance		1,000 feet		
Property in Transit		\$20,000		
Property off Premises		\$25,000		
Max per salesperson		\$10,000		
Reward Payment				
Information		\$10,000		
Stolen Property		\$10,000		
Spoilage includes Refrigeration Maintenance Agrmt, Selling Price, Breakdown Or Contamination and Power Outage (CP 04 40)		\$10,000		
Deductible:		\$500		



WESTFIELD
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RENEWAL
COMMERCIAL PROPERTY EXPANDED COVERAGE
ENDORSEMENT - TIER 1 SCHEDULE

COMPANY PROVIDING COVERAGE

WESTFIELD INSURANCE COMPANY

NAMED INSURED AND MAILING ADDRESS

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| Q

**Policy
Period**

**From
To**

11/18/15
11/18/16

**at 12:01 A.M. Standard Time at your
mailing address shown above.**

Stamps, tickets, including lottery tickets held for sale, and
letters of credit \$500

Utility Services - Direct Damage (CP 04 17)
Building \$10,000

Includes: Water Supply Property
Communication Supply Property (No Overhead
Transmission Lines)
Power Supply Property (No Overhead Transmission
Lines)

Business Personal Property \$10,000

Includes: Water Supply Property
Communication Supply Property (No Overhead
Transmission Lines)
Power Supply Property (No Overhead Transmission
Lines)

Vacancy 11% Occupied

Valuable Papers and Records (CM 00 67)
All Other Covered Property \$25,000
Property Away From Your Premises \$5,000
Deductible: NIL

**If a limit is listed in Section II, that limit will supersede the limit in
Section I for the designated coverage(s), location(s) and building(s)
listed below.**

If no limit is listed in Section II, there are no changes to Section I.

Note: If "All" is designated as the Loc. No./Bldg. No. Coverage applies to all
locations, including those locations / buildings not scheduled.

Section II

**Loc. Bldg.
No. No.**

Coverage

Limit of Insurance



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

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

1 **FOR:** ORIGINAL CONTRACT ☒ or CONTRACT AMENDMENT ☐

2 Name of Contractor Santa Fe Business Incubator

3 Complete information requested ☐ Plus GRT
☒ Inclusive of GRT

Original Contract Amount: \$205,000.00

Termination Date: June 30, 2013

☐ Approved by Council Date: _____

☐ or by City Manager Date: _____

Contract is for: Provide Incubation services for the City.

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

☐ or by City Manager Date: _____

Amendment is for:

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

Amount \$ _____ of original Contract# _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ _____



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

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

RFP# 16/38/P Date: May 31, 2016

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 Procurement History: First of 4 year contract
example: (First year of 4 year contract)

7 Funding Source: Economic Development Fund **BU/Line Item:** 22116.510300

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

(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Jessica Sandoval

Phone # _____ -6334

10 Certificate of Insurance attached. (if original Contract) ☒

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature

Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

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

Note: If further information needs to be included, attach a separate memo.

Comments:

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

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated August 2, 2016 (the "Agreement"), between the City of Santa Fe (the "City") and Youthworks (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

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

B. Pursuant to Article 19 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION

Article 3 paragraph A, Section 2 is amended to increase by the sum of one hundred eighty thousand dollars (\$180,000), so that article 3 paragraph A, Section 2 reads as follows:

A sum of ninety six thousand three dollars and fifty cents (\$96,003.50) shall be made for program management services. This payment shall be made on a bi-weekly basis in the amount of for twelve months.

2. TERM AND EFFECTIVE DATE.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the City and the Contractor,

whichever occurs last, and terminate on July 30, 2015, unless sooner pursuant to Article 6 infra.

B. Option to Renew. The City retains the right to renew this Agreement up to two additional one year terms contingent upon parties reaching an agreement as to the terms and conditions. The option may be exercised by the City by notifying Contractor in writing at least 45 days prior to the expiration.

3. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

BRIAN SNYDER,
CITY MANAGER

Date: _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CONTRACTOR:
YOUTHWORKS

By: _____

Date: _____

CRS # 02-471161-006
City of Santa Fe Business
Registration # 15 – 0091367

APPROVED AS TO FORM:

KELLEY A. BRENNAN,
CITY ATTORNEY

APPROVED:

OSCAR RODRIGUEZ, DIRECTOR
FINANCE DEPARTMENT

22116.510340
BUSINESS UNIT/LINE ITEM

DRAFT

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

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

1. SCOPE OF SERVICES

A. Program Services: The Contractor shall provide workforce development services to the City by executing the Workforce Innovation Program (WIP) for disengaged local youth, as referenced in Appendix A.

B. Program Deliverables: Outcomes for the Workforce Innovation Program shall include:

- (1) Train at-risk youth for stable employment in the community.
- (2) Assist businesses to manage employment of disengaged youth and integrate them successfully into company operations.
- (3) Increase the number of qualified workers in Santa Fe.
- (4) Improve the economic stability for youth in Santa Fe and the greater community.

(5) To promote entrepreneurial efforts and business formation knowledge among the youth and young adult community of Santa Fe.

C. Program Components: Successful execution of the WIP includes but is not limited to the following:

(1) Provide enhanced workforce development through soft skills training (i.e. writing resumes, interview skills, appropriate dress, and timeliness.)

(2) Prepare at-risk youth to work in growing industries by building relevant skills for potential career areas including: science and technology, sustainability, culinary, health care, building trades, and other areas that offer career pathways and opportunity.

(3) Provide apprenticeship placements with local businesses. A completed apprenticeship placement is defined as 240 -360 hours (average placement is 9-12 weeks x 30 hrs/week) to include educational development, job and entrepreneurial training, professional training and on the job hours delivered in apprenticeship placement.

(4) Develop and implement higher education and career pathways for WIP program participating youth in alignment with chosen career tracks through enrollment in community college and/or other certification coursework. A

(5) Provide basic entrepreneurial training and business operation knowledge with the option of assisting participants to start-up entrepreneurial ventures under the fiscal and programmatic guidance of YouthWorks, including the potential need to enlist professional consultants/trainers, to promote small business start-up as a potential career pathway.

D. Deliverables: Upon incremental completion of the services outlined in Article 1.B. above, the Contractor shall provide the following deliverables:

(1) A minimum of 20 hours of soft skills training shall be delivered and completed per participant.

(2) A minimum of 240 and a maximum of 360 hours of apprenticeship placement shall be completed per participant (the approximate range of 20 hours per week for 32 hours per week with participating employer).

(3) 60-70 total participants shall be engaged in the services provided through the WIP program throughout the program year.

(4) 35-45 individuals (approximately 70%) shall successfully complete the WIP program in the course of the program year. Successful program completion is quantified as 360 hours of combined educational development, job and entrepreneurial training and direct apprenticeship placement.

(5) 12-15 individuals (approximately 20%) of WIP participants shall be enrolled in at least one community college course or another career or skills oriented certification course within the timeframe of the placement or within the six month program follow-up period.

(6) Up to 12-14 participants may attend WIP Future Entrepreneur Program's entrepreneurial courses as designed. Each enrollee shall receive knowledge and skills to understand simple, small business design and each shall be required to create and submit a business plan by the completion of the course.

(7) Up to five (5) Future Entrepreneur Program participants may be selected to receive business start-up seed funding in order to launch a small business. Selection criteria shall include, but is not limited to, a viable business plan. These individuals/businesses shall receive coaching in product/idea design, marketing and business sustainability through the professional assistance of the Future Entrepreneur Program Coordinator(s).

Additionally, promising entrepreneurial small business ventures may be launched in the creation of eventual youth-run businesses with the assistance/guidance of YouthWorks and necessary professional trainers.

(8) Tracking of participant program

achievements and post program information shall be conducted for a minimum of six months after program exit to include documentation of subsequent educational and/or career steps. This information shall include, but is not limited to, a) number of participants employed, b) number enrolled in higher education or career certification, c) other notable job and career achievements, d) number participating/attending entrepreneurial program workshops, and e) those for whom no information is no longer available.

(9) Results of participant intake and exit skills assessment surveys shall be documented for each participant. Data shall be provided to the City of Santa Fe via quarterly reporting.

E. Monthly Reports: Provide Monthly Reports that reflect the contract deliverables and economic development impacts for the City of Santa Fe. The report shall include both quantifiable and qualitative measures.

(1) Number of program participants positively engaged in the WIP program per month.

(2) Number of program participants who receive or make progress towards levels of GED attainment and/or any certifications or college credits obtained.

(3) Number of program participant hours completed to date, breakdown of those hours (training, apprenticeship and job type, entrepreneurial) and progress towards completion of program (per participant), as well as -- overall progress towards the completion of WIP contract deliverables.

(4) Monthly reported data/tracking of case management items to be addressed for every participant, including the resource needs of each apprentice, how the needs are met, supportive services employed, and any notes on barriers to progress.

(5) Provide a list of businesses/employers participating in the program including business type.

(6) Provide a list of Future Entrepreneurial Program Workshop content, dates and number of participants in attendance. Narrated workshop content/subject matter shall be attached, as well as any instructional tools or materials that were provided to participants if not copyrighted.

F. Final Report: Provide a final aggregate report and summary, upon completion of all services, regarding all WIP activities undertaken and data obtained to support overall program evaluation and effectiveness.

G. Marketing: The Contractor agrees to include on all marketing materials, the City of Santa Fe's logo and related branding.

H. In order to further a city wide data collection effort to better understand the local entrepreneurial and workforce community, programs and constituent needs, Contractor agrees to contribute requested internal (non-confidential) data by the City's economic development data staff or contractor and to make every reasonable effort to align data collection efforts to inform this effort.

2. STANDARD OF PERFORMANCE; LICENSES

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

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor a sum not to exceed one hundred eighty six thousand six hundred ten

dollars (\$186,610) inclusive of gross receipts taxes. Payment shall be made according to the following:

(1) A sum of one hundred two thousand two hundred seventy one dollars (\$102,271) for program management services and administrative and accounting costs. This payment shall be made incrementally by the City to Contractor on a bi-weekly basis over the course of twelve months.

(2) A sum of eighty four thousand three hundred thirty nine dollars (\$84,339) shall be made to the Contractor for direct expenses related to participants in the program. This includes, but is not limited to, wages, tuition, supportive services needs and supplies and contractual Entrepreneurial Consulting fees, and seed funds for up to 5 participants to start small businesses. This shall be reimbursed with supporting documentation of actual expenses.

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

C. Payment shall be made upon receipt of biweekly invoices and approval by the City. Invoices shall include short detailed statements containing a description of work completed for WIP, which shall include but is not limited to staff achievements and accomplishments of WIP

participants. This is in addition to the monthly and final reports indicating satisfactory progress towards deliverables of this Agreement.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and terminate amended to June 30, 2017, unless sooner pursuant to Article 6 below.

B. Option to Renew. The City retains the right to renew this Agreement up to three (3) additional one (1) year terms contingent upon parties reaching an agreement as to the terms and conditions. The option may be exercised by the City by notifying Contractor in writing at least 45 days prior to the expiration.

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 days written notice to the Contractor.

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

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

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

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

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue

leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

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

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

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

9. CONFLICT OF INTEREST

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

Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage

liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

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

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

13. INDEMNIFICATION

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

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

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

Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

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

21. SEVERABILITY

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

22. NOTICES


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

City of Santa Fe:
Housing and Community Development
Department
P.O. Box 909
Santa Fe, NM 87504

Contractor:
YouthWorks
1000 Cordova Place
#415
Santa Fe, NM 87505

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

CITY OF SANTA FE:


JAVIER M. GONZALES, MAYOR

DATE: 8/2/16

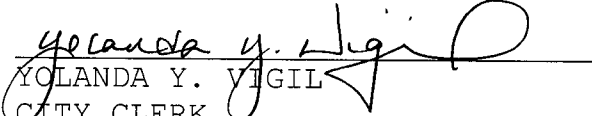
CONTRACTOR:
YOUTHWORKS



NAME & TITLE

DATE: 08/10/16

CRS # 02-471161-006
City of Santa Fe
Business
Registration # 16-0091367

ATTEST:


YOLANDA Y. VIGIL
CITY CLERK
CC mtg. 7/27/16
APPROVED AS TO FORM:


KELLEY A. BRENNAN,
CITY ATTORNEY

APPROVED:


OSCAR RODRIGUEZ, DIRECTOR
FINANCE DEPARTMENT

22116.510340
BUSINESS UNIT/LINE ITEM

APPENDIX A:

Project Narrative: The Workforce Innovation Program (WIP) is a job training and workforce development program with an entrepreneurial component that will engage sixty (60) to seventy (70) disadvantaged youth and young adults (ages 16-24) in job training and apprenticeships up to (but not limited to) 360 hours per participant over the course of the 12 month grant period.

The primary goal of the Workforce Innovation Program is to build the skills and labor market preparedness of Santa Fe's workforce through paid mentored, internship placements for disadvantaged youth in partnership with local businesses and professionals. Through the integration of:

- on-the-job training and
- intensive job readiness/soft-skills training,
- skills assessments/educational needs assessments,
- career path interest identification,
- individualized case management,
- specialized skills development through college or professional certification course enrollment, and
- the opportunity to receive entrepreneurial training workshops and consultancy,

the Workforce Innovation Program (WIP) will equip every participant with the entry-level skills needed to transition to either 1) unsubsidized career-track employment, 2) the pursuit of advanced training/education, or 3) apply gained knowledge in regard to entrepreneurialism and business start-up models and initiatives.

Entrepreneurial Program participants will each prepare a small business plan, with the possibility for a select few to receive start-up business seed funds to launch a small income producing operation.

Job placement will include but is not limited to the following areas:

- (1) Health Care and associated Medical Arts
- (2) Trades (Green and Traditional)
- (3) Science and Technology
- (4) Landscaping/Horticulture
- (5) Media Arts and Production
- (6) Culinary Arts
- (7) Newly established Business operations of any nature.

WIP Program Process: Participants will be selected from a pool of applicants that pass through an application process, which includes an interview conducted by trained staff, mental toughness activities to include pre-placement assessments, and a formal orientation that includes soft skills training and that provides an overview of program requirements and program expectations.

Apprenticeship Pay Structure: Selected participants will receive stipends of \$10.91 per hour for up to 32 hours per work/training week for up to twelve weeks or any combination of approved program engagement hours totaling up to a minimum of 240 to a maximum of 360 hours.

Participating Program Employers: Employers will participate in a program orientation outlining requirements and expectations. Employers will be eligible to receive coaching and support in the provision of positive mentoring and supervision of participant intern/employees. Employers will be required to commit to contribute \$7.60 per hour for each trainee with additional costs and insurance covered by iYouthWorks!. If a dedicated employer is unable to contribute the required amount, iYouthWorks! may elect to fully subsidize an apprentice for a limited time until the employer has the necessary funds accrued for contribution.

Job and Career Coaching: Before placement, the WIP program Coordinator/Job coach will help participants explore job interests through the application of a career interest/skills assessment tool to match career options with their interests. Results will be analyzed and utilized to ensure appropriate apprenticeship placement and to assist in the design of an impactful educational/training plan for use in the future. In addition, the assessments will be administered twice throughout the apprenticeship period to measure all areas of skills gain/improvement over time.

Individualized Case Management: Participants will receive weekly individualized coaching and case management to ensure successful placement. Case managers will work closely with participants to assist to solve personal issues and identify supportive resources & services, such as obtaining a driver's license or finding housing that will enable participants to successfully complete their apprenticeship placement as well as achieve their future with sustained stability. Case management is a critical component in working with this disenfranchised population. Case management delivers a wrap around support system designed to fully engage and support youth and young adults in their employment commitment. Case managers support each individuals' personal growth and community engagement throughout the program, and thereafter. This support delivers measurable positive impact in the lives of participants as well as for the reduction of recidivism and non-productivity among the youth and young adult population of Santa Fe in the community part of the program will prepare students for college and career success by building basic soft and

technical skills, including but not limited to: literacy, math, time management, , communication skills and the ability to work as a team member.

Trainee Education: iYouthWorks! will offer staggered educational resources based of the needs of WIP participants measured by The Adult Basic Education Test (TABE), including: GED preparation courses, pre-GED testing assessments, college advisement, college course enrollment, certificate program enrollment, and tutoring services in all subject areas. Additionally, Computer Literacy courses will be offered at the facilities to prepare students for increased technological demands in the workplace. iYouthWorks! will partner with staff at Santa Fe Community College (SFCC) and trades professionals to place participants in appropriate classes and workshops and provide educational support for college and career certification success. By becoming involved with local businesses, professionals and the community college, students will increase their leadership skills and critical thinking abilities while becoming productive members of the community.

Future Entrepreneurs Training: The Entrepreneurial Training Course will educate youth in the concepts surrounding the starting and owning of their own businesses. They will be led through the development of an idea or product by designing a basic business plan. YouthWorks may appropriate funds for up to 5 participants' business plan designs for start-up seed funding.-These five participants will receive individualized business coaching, product/idea development and assistance with marketing to launch a small business.

Project Schedule: A series of 12-week apprenticeships and/or “mentored-internship” sessions will be conducted during the 12-month program period. A final report for the City of Santa Fe will be prepared at the end of the 12-month contract period. During each apprenticeship period, iYouthWorks! will deliver 1) an orientation for businesses 2)as well as participants, 3)soft skills training for all participants prior to and as needed throughout placement, 4)administration of two skills assessment tests to take place during the 12 week period, to measure skills gain and progress, and a 5)final employer and 6) apprentice evaluation will be conducted. 7)A bi-annual scheduled Entrepreneurship Training Program coursework will be conducted through contractual coordination of entrepreneurial trainer(s), open to current and potential participants.

Each quarterly WIP session will consist of youth participants working an average of 32 hours per week for 12 weeks or the equivalent of 360 total hours. An estimated total of sixty (60) to seventy (70) at-risk-youth participants will participate in the WIP; The program will begin in July 2014 and finalize in June 2015.

Planning Phase:

1. Update and create additional program materials, policies, procedures and program structure

2. Create a detailed timeline by which to implement all program components
3. Recruit and retain contractual Entrepreneurship Coordinator(s) for Future Entrepreneurs Program Course and materials design and implementation.
4. Recruit interested employer/businesses for apprenticeship placement.
5. Define apprenticeship program opportunities and employer needs
6. Identify other programs to support apprenticeships
7. Finalize College Course Curriculum and Soft Skills Curriculum
8. Collaborate with Santa Fe Community College to set-up enrollment, registration and administration procedures and processes for potential college or certification course enrollment
9. Plan and develop employer mentoring training for employers

Benchmarks:

1. Initiate youth interviews and participant orientation at the beginning of each program session.
2. Recruit and retain interested businesses and employers.
3. Interview employers and youth to make appropriate placements and matches.
4. Conduct entrepreneurial training courses in collaboration with local professionals such as Santa Fe Business Incubator and other resources.
5. Develop relationships with employers and apprentices to resolve conflicts and provide support
6. Maximize placement of participants for each period
7. Conduct and record assessments and skills attainment for progress reporting
8. Conduct case management and follow up services for each participant



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Conservation United PO Box 759 Higley AZ 85236		CONTACT NAME: Kelly Cassady PHONE (A/C, No, Ext): (844) 559-8336 FAX (A/C, No): (602) 388-8110 E-MAIL ADDRESS:													
INSURED Santa Fe Youth Works 1000 Cordova Pl #415 Santa Fe NM 85706		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A: Security National Insurance Co</td><td>NAIC # 19879</td></tr><tr><td>INSURER B: First Nonprofit Insurance Co</td><td>NAIC # 10859</td></tr><tr><td>INSURER C: Milwaukee Casualty Ins Co</td><td>NAIC # 26662</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>		INSURER A: Security National Insurance Co	NAIC # 19879	INSURER B: First Nonprofit Insurance Co	NAIC # 10859	INSURER C: Milwaukee Casualty Ins Co	NAIC # 26662	INSURER D:		INSURER E:		INSURER F:	
INSURER A: Security National Insurance Co	NAIC # 19879														
INSURER B: First Nonprofit Insurance Co	NAIC # 10859														
INSURER C: Milwaukee Casualty Ins Co	NAIC # 26662														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** CL167100282**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		SPP1113926 00	7/2/2016	7/2/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Sexual Abuse Cov \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			SPP1113926 00	7/2/2016	7/2/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			SMB1113047	7/2/2016	7/2/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	MWC1010221	8/1/2015	8/1/2016	<input checked="" type="checkbox"/> PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Directors & Officers			SML133369700	4/5/2016	4/5/2017	Aggregate \$1,000,000
A	Employment Practices			SML133369700	4/5/2016	04/05/2017	Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Santa Fe is named as additional insureds with respects to the general liability

CERTIFICATE HOLDER**CANCELLATION**City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert Johnston/KCASS

Robert Johnston



City of Santa Fe

Summary of Contracts, Agreements, & Amendments

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

1 **FOR: ORIGINAL CONTRACT** ☒ or **CONTRACT AMENDMENT** ☐

2 Name of Contractor Youthworks

3 Complete information requested

☐ Plus GRT

☒ Inclusive of GRT

Original Contract Amount: \$186,610.00

Termination Date: June 30, 2016

☐ Approved by Council Date: _____

☐ or by City Manager Date: _____

Contract is for: Execute the Workforce Innovation Program (WIP) for disengaged local youth.

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

☐ or by City Manager Date: _____

Amendment is for: _____

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

☐ Plus GRT

☐ Inclusive of GRT

Amount \$ _____ of original Contract# _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ _____



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

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

RFP# 16/37/P Date: May 31, 2016

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 Procurement History: First of 4 year contract
example: (First year of 4 year contract)

7 Funding Source: Economic Development Fund **BU/Line Item:** 22116.510340

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

(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Jessica Sandoval

Phone # _____ -6334

10 Certificate of Insurance attached. (if original Contract) ☒

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature

Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

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

Note: If further information needs to be included, attach a separate memo.

Comments:

CITY OF SANTA FE
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Source for Educational Empowerment and Community Development (SEED), (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. **SCOPE OF SERVICES**

The Contractor shall provide professional services to administer Inspire Santa Fe, a community mentorship program using the unique model implemented at Monte Del Sol Charter School, for a city-wide program integrating schools, non-profits, families and other community partners. The services are designed to help create professional relationships to enhance both workforce readiness and development for Santa Fe's youth in the community. The contract includes the following services:

A. Create and supervise no less than fifty (50) mentorships from participating Santa Fe Public Schools and/or agencies, including, but not exclusive to The Masters Program Charter School, Mandela International Magnet School, Tierra Encantada Charter School, and Santa Fe High School and shall include an active participation with the Community in Schools program to explore the expanding role of mentorship and leadership for all Santa Fe youth, including disconnected youth. This shall include recruiting, interviewing, selecting, and matching mentors to protégés and conducting a mentor screening process to check for safety and suitability of mentors and supervision of the individual mentorships through site visits.

B. Work with each school or agency to ensure a comprehensive understanding of the Inspire Santa Fe program and the needs and the expectations of the schools, agencies and advisors.

C. Collaborate with the participating schools and/or agencies in outreach efforts. Provide criteria and application forms for schools to use to identify potential candidates.

D. Facilitate training workshops for protégés and mentors in support of the mentorships.

E. Facilitate an appreciation event for all participants and a communitywide end of program festival showcasing the protégés work in partnership with the City of Santa Fe.

F. Document the Inspire Santa Fe program and communicate with press to encourage media coverage.

G. Raising of matching funds for the program of at least \$40,000 in cash and \$90,000 in in-kind services.

H. Deliverables shall include:

1) A detailed list of school and community partners and age targets and number of mentorships for each projected placement in partner schools.

2) A training seminar on best practices in mentorship to include community partners in other mentorship programs. This shall include a survey of participants to inform the recommendations on a coordinated citywide program.

3) A plan to build a long term model for sustainable funding for Inspire Santa Fe which is designed to grow the capacity of community mentorship in

Santa Fe.

4) A progress report after the mentorship appreciation festival and near the completion of all placements. This report shall identify the current number and location of student placements in the program and pertinent observations.

5) A final report including a comprehensive evaluation of the impact of the program on protégés and mentors. Including (but not limited to):

a. Recommendations and plan outline for a city wide coordinated mentorship program.

b. Total number of protégés (by host organization) and mentors by field of mentorship.

c. Socioeconomic patterns of a sample of participants (self-reported).

d. Number of mentor hours donated from the community.

e. Value and details of in-kind support for the program.

f. Summary of mentorship festival, including total participation and attendance.

g. Summary and evaluation of mentor/ protégé trainings, including total participants and hours trained.

h. Collated feedback from key stakeholders (staff, school liaisons, protégés, and mentors) for continual evaluation and modification of the program.

i. Financial analysis of program and projection for 2017/2018.

j. The plan to build a long term model for sustainable funding for Inspire Santa Fe which is designed to grow the capacity of community mentorship in Santa Fe.

6) Public acknowledgement of businesses where Inspire mentorships happen, which may include banners/posters, newspaper ads, or other ways of bringing the program into the public eye.

I. In furtherance of the foregoing, The City of Santa Fe shall provide logistical support to Contractor (e.g., helping to locate and schedule a venue) and shall make public venues available for use by Contractor (if such public venues are available for use) for hosting the Mentor Appreciation night and the Mentorship Festival events, exact dates and requirements to be agreed upon by the parties.

J. In order to help further a city wide data collection effort to better understand the local entrepreneurial and workforce community, programs and constituent needs, Contractor agrees to contribute requested internal (non-confidential) data by the City's economic development data staff or contractor and to make every reasonable effort to align data collection efforts to inform this effort.

2. STANDARD OF PERFORMANCE; LICENSES

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

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed thirty thousand dollars (\$30,000), inclusive of applicable gross receipts taxes. Payment shall be made upon receipt and approval of invoices and according to the following schedule:

1) Twenty thousand dollars (\$20,000) upon a detailed list of school and community partners and age targets and number of mentorships for each projected placement in partner schools.

2) Fifteen thousand dollars (\$15,000) upon receipt and approval of a progress report near the completion of all placements.

3) Five thousand dollars (\$5,000) upon receipt and approval of the final report.

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

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

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the

Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2018 unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 days written notice to the Contractor. Upon termination:

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

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

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

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

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement,

insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

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

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

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

9. CONFLICT OF INTEREST

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

10. ASSIGNMENT; SUBCONTRACTING

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

services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. The City shall be notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

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

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

13. INDEMNIFICATION

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

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

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

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

20. NON-DISCRIMINATION

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

21. SEVERABILITY

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

22. NOTICES

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

City of Santa Fe:
Office of Economic Development
PO Box 909
Santa Fe, NM 87504

Contractor:
SEED
PO Box 2246
Santa Fe, NM 87504

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

CITY OF SANTA FE:

JAVIER M. GONZALES, MAYOR

Date: _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

ADAM K. JOHNSON, FINANCE DIRECTOR

22116.510340
BUSINESS UNIT/LINE ITEM

CONTRACTOR:
SEED

Todd Lopez

Date: _____

CRS# _____
City of Santa Fe Business
Registration # 17-00143131

CITY OF SANTA FE
AMENDMENT No 2 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#16-0711

AMENDMENT No.2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated August 9, 2016 (the "Agreement"), between the City of Santa Fe (the "City") and Market Intelligence Solutions, LLC (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor shall develop an improved and more detailed system of measurement and data collection so that economic development support services can be better designed and delivered, that collaboration is encouraged among agencies and organizations, that efforts are not duplicated, that progress is measured, and services are customized to meet the real world needs of Santa Fe businesses. agreed to provide economic development services for the City.

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

1. SCOPE OF SERVICES.

Article 1 of the Agreement is amended to include paragraph E, so that Article 1, paragraph E reads in its entirety as follows:

E. Provide support on implementing recommendations from 2017 Crossroads report including but not limited to: establishing best practices from other communities for data management, convening, governance, incentives, and cluster development; developing systems to support metric collection and database planning; defining scope of work for econometrics study and other tasks as identified by City staff.

2. COMPENSATION.

Article 3, paragraph A is amended to increase the compensation by twenty-four thousand dollars (\$24,000), so that Article 3, paragraph A reads as follows:

A. The City shall pay to the Contractor in full payment for services rendered a sum not to exceed sixty- four thousand dollars (\$64,000), inclusive of applicable gross receipts taxes. Payment shall be made upon receipt and approval of invoices, according to the following schedule:

(9) Four thousand dollars (\$4,000) upon receipt and acceptance of written report detailing findings concerning data categorization and rationale for findings, summary of

community data based on analysis from economic development grantees, and other data collection efforts.

(10) Four thousand dollars (\$4,000) divided quarterly upon receipt and acceptance of quarterly reports detailing one-on-one entrepreneurial data collection that provides data and referrals for ED services.

(11) Sixteen thousand dollars (\$16,000) billed per task as determined by City staff for implementing planning, evaluation, and delivery of the next phase of the Crossroads report.

3. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and terminate on June 30, 2018, unless sooner pursuant to Article 6 infra.

B. Option to Renew. The City retains the right to renew this Agreement up to two (2) additional one year terms contingent upon parties reaching an agreement as to the terms and conditions. The option may be exercised by the City by notifying Contractor in writing at least 45 days prior to the expiration.

4. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

CONTRACTOR:

MARKET INTELLIGENCE SOLUTIONS LLC

JAVIER M. GONZALES, MAYOR

GRACE BRILL
MANAGING MEMBER

DATE: _____

DATE: _____

CRS # 02940294008
City of Santa Fe Business
Registration # 17-137278

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

ADAM K. JOHNSON, FINANCE DIRECTOR

22116.510340
BUSINESS UNIT/LINE ITEM

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#16-0711**

ITEM # 16-1226

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated August 9, 2016 (the "Agreement"), between the City of Santa Fe (the "City") and Market Intelligence Solutions, LLC (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor shall develop an improved and more detailed system of measurement and data collection so that economic development support services can be better designed and delivered, that collaboration is encouraged among agencies and organizations, that efforts are not duplicated, that progress is measured, and services are customized to meet the real world needs of Santa Fe businesses.

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

1. SCOPE OF SERVICES.

Article 1(C) of the Agreement is hereby deleted. A new Article 1(C) of the Agreement is inserted to add an additional deliverable to the Agreement, so that Article 1(C) reads in its entirety as follows:

C. Deliverables shall include:

(1) Recommendations on best data categories to classify data points, which may include, but is not limited to: company stage, industry, needs, and services provided.

(2) Recommendations on how the City may best utilize the data (in trend reports, qualitative assessments, etc.) and method(s) of capturing and reporting on data to provide value to the City. This shall include a recommended data collection template.

(3) Research, data analysis and recommendations for the interim update of the city's economic development implementation strategy, as per Resolution 2016-__, for the purposes of informing a future comprehensive economic development planning process.

(4) Analysis and reporting on data from the 2016/17 fiscal year, incorporating client interviews, and providing a final report summarizing lessons learned, implications, and recommendations.

(5) Work with the City's economic development partners and contractors in order to help address issues and design better ongoing data collection systems. This shall include, but is not limited to:

- (a) BizMix
- (b) SCORE
- (c) SFBI
- (d) SFid
- (e) Venture Acceleration Fund

2. COMPENSATION

Article 3(A) of the Agreement is hereby deleted and a new Article 3(A) of the Agreement is inserted to increase compensation amount by twelve thousand dollars (\$12,000) so that Article 3(A) reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered a sum not to exceed forty thousand dollars (\$40,000), inclusive of applicable gross receipts taxes. Payment shall be made upon receipt and approval of

invoices, according to the following schedule:

(1) Four Thousand dollars (\$4,000) upon receipt and acceptance of a written report on best practices, including a list of organizations/people surveyed for data collection.

(2) Twelve thousand dollars (\$12,000) upon receipt and acceptance of written analysis and recommendations to provide a basis for the interim economic development implementation strategy, including the framework for a future comprehensive update of the city's economic development plan.

(3) Three thousand dollars (\$3,000) upon receipt and acceptance of written report detailing findings concerning data categorization and rationale for findings.

(4) Seven thousand five hundred dollars (\$7,500) upon receipt and acceptance of a written report with community data and summary of findings based on analysis of data from the city ED FY 15-16 grantees.

(5) Two thousand six hundred dollars (\$2,600) upon receipt and acceptance of written summary of data initiative outcomes; description of follow-on techniques needed; copies of surveys or other research instruments; and recommended data collection template.

(6) Four thousand dollars (\$4,000) upon receipt and acceptance of written report with data and summary of findings based on analysis of two quarters' worth of data from the City ED FY 16-17 grantees.

(7) Two thousand five hundred dollars (\$2,500) upon receipt and acceptance of final report and discussion of implications for overall strategy, potential funders, and recommendations for 2017/18 contracts.

(8) Four thousand four hundred dollars (\$4,400) divided

quarterly upon receipt and acceptance of quarterly reports detailing one-on-one entrepreneurial data collection that provides data and referrals for ED services.

3. AGREEMENT IN FULL FORCE.


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

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

CITY OF SANTA FE:

CONTRACTOR:
MARKET INTELLIGENCE SOLUTIONS

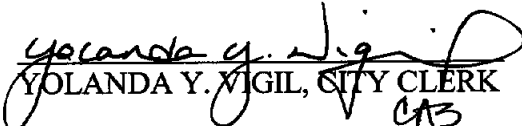

BRIAN K. SNYDER, CITY MANAGER


GRACE BRILL
MANAGING MEMBER

DATE: 12/01/2016

DATE: 12-9-16


ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
CAB

APPROVED AS TO FORM:

 10/11/16
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

 11-29-2016
FINANCE DIRECTOR
Ad for AS

22116.510340
BUSINESS UNIT/LINE ITEM

PROFESSIONAL SERVICES AGREEMENT

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

1. SCOPE OF SERVICES

A. The Contractor shall provide professional services to develop an improved and more detailed and nuanced system of measurement and data collection of the existing entrepreneurial ecosystem in order to design and deliver better support services, encourage collaboration, avoid duplication of effort, measure progress, and customize services to real world needs of Santa Fe businesses.

B. Develop recommendations determining the best metrics to measure ecosystem density based on evaluating background research done by the Kauffman Foundation, the Brookings Institute, Economic Development Research Partners, and other national leaders in economic and business development measurement.

C. Deliverables shall include:

(1) Recommendations on best data categories to classify data points, which may include, but is not limited to: company stage, industry, needs, and services provided.

(2) Recommendations on how the City may best utilize the data (in trend reports, qualitative assessments, etc.) and method(s) of capturing and reporting on data to provide value to the City. This shall include a recommended data collection template.

(3) Analysis and reporting on data from the 2016/17 fiscal year, incorporating client interviews, and providing a final report summarizing lessons learned, implications, and recommendations.

(4) Work with the City's economic development partners and contractors in order to help address issues and design better ongoing data collection systems. This shall include, but is not limited to:

- (a) BizMix
- (b) SCORE
- (c) SFBI
- (d) SFid
- (e) Venture Acceleration Fund

D. A final report summarizing all findings which shall include, but is not limited to:

(1) A baseline categorization of the services provided by partners.

(2) Recommendations for data requirements FY 2017/18 contracts. Implications and recommendations for overall strategy and next steps to further the goals of delivering better

support services, encouraging collaboration, avoiding duplication of effort, measuring progress, and customizing services to real world needs of Santa Fe businesses.

2. STANDARD OF PERFORMANCE; LICENSES

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

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered a sum not to exceed twenty eight thousand dollars (\$28,000), inclusive of applicable gross receipts taxes. Payment shall be made upon receipt and approval of invoices, according to the following schedule:

(1) Four Thousand dollars (\$4,000) upon receipt and acceptance of a written report on best practices (including a list of organizations/people surveyed for data collection.

(2) Three thousand dollars (\$3,000) upon receipt and acceptance of written report detailing findings concerning data categorization and rationale for findings.

(3) Seven thousand five hundred dollars (\$7,500) upon receipt and acceptance of a written report with community

data and summary of findings based on analysis of data from the City ED FY 15-16 grantees.

(4) Two thousand six hundred dollars (\$2,600) upon receipt and acceptance of written summary of data initiative outcomes; description of follow-on techniques needed, copies of surveys or other research instruments and recommended and data collection template.

(5) Four thousand dollars (\$4,000) upon receipt and acceptance of written report with data and summary of findings based on analysis of two quarter's worth of data from the City ED FY 16-17 grantees.

(6) Two thousand five hundred dollars (\$2,500) upon receipt and acceptance of final report and discussion of implications for overall strategy, potential funders, recommendations for 2017/18 contracts.

(7) Four thousand four hundred dollars (\$4,400) divided quarterly upon receipt and acceptance of quarterly reports detailing one-on-one entrepreneurial data collection that provides data and referrals for ED services.

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

C. Payment shall be made upon receipt and approval by the City of detailed statements containing a report of services

completed. Compensation shall be paid only for services actually performed.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and terminate on June 30, 2017, unless sooner pursuant to Article 6 below.

B. Option to Renew. The City retains the right to renew this Agreement up to three additional one year terms contingent upon parties reaching an agreement as to the terms and conditions. The option may be exercised by the City by notifying Contractor in writing at least 45 days prior to the expiration.

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall

turn over to the City original copies of all work product, research or papers prepared under this Agreement.

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

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

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

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

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

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

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

9. CONFLICT OF INTEREST

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

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for

Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

13. INDEMNIFICATION

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

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation

of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees

that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed,

color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

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

22. NOTICES

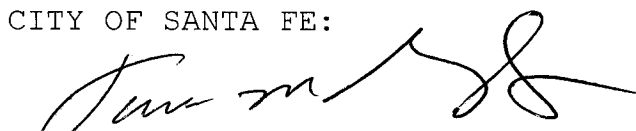
Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:
Office of Economic Development
P.O. Box 909
Santa Fe, NM 87504-0909

Contractor:
Market Intelligence
Solutions, LLC
984 Don Manuel St.
Santa Fe, NM 87505

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

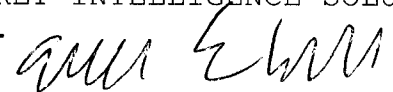
CITY OF SANTA FE:


JAVIER M. GONZALES, MAYOR

DATE: 8/9/16

CONTRACTOR:


MARKET INTELLIGENCE SOLUTIONS
LLC.

By: 
(Name & Title) Managing Member


DATE: 8/5/16

CRS # 02940294008
City of Santa Fe Business
Registration # 16-137278

ATTEST:


YOLANDA Y. VIGIL
CITY CLERK
cc mtg. 7/27/16

APPROVED AS TO FORM:

 7/8/16
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

 8-4-2016
OSCAR RODRIGUEZ, DIRECTOR
FINANCE DEPARTMENT

22116.510340
BUSINESS UNIT/LINE ITEM



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/11/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 E-MAIL ADDRESS: contact@hiscox.com FAX (A/C, No):																					
INSURED Market Intelligence Solutions LLC 984 Don Manuel Street Santa Fe NM 87505	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Hiscox Insurance Company Inc</td><td>10200</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Hiscox Insurance Company Inc	10200	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

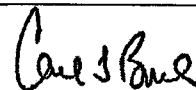
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A						PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			UDC-1780589-EO-16	07/11/2016	07/11/2017	Each Claim: \$ 1,000,000 Aggregate: \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





City of Santa Fe

Summary of Contracts, Agreements, & Amendments

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

1 **FOR:** ORIGINAL CONTRACT ☒ or CONTRACT AMENDMENT ☐

2 Name of Contractor Market Intelligence Solutions, LLC

3 Complete information requested

☐ Plus GRT

☒ Inclusive of GRT

Original Contract Amount: \$28,000.00

Termination Date: June 30, 2017

☐ Approved by Council Date: _____

☒ or by City Manager Date: _____

Contract is for: Develop an improved and more detailed and nuanced system of measurement and data collection of the existing entrepreneurial ecosystem.

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

☐ or by City Manager Date: _____

Amendment is for: _____

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

☐ Plus GRT

☐ Inclusive of GRT

Amount \$ _____ of original Contract# _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ _____



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

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

RFP# 16/38/P Date: May 31, 2016

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 Procurement History: _____
example: (First year of 4 year contract)

7 Funding Source: Economic Development **BU/Line Item:** 22116.510340

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

(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Jessica Sandoval

Phone # xt. 6334

10 Certificate of Insurance attached. (if original Contract) ☐

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature

Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

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

Note: If further information needs to be included, attach a separate memo.

Comments:



MEMORANDUM

DATE: July 7, 2016

TO: Brian K. Snyder, City Manager

FROM: Kate Noble, Acting Director, Office of Economic Development

RE: Request for Insurance Clause Waiver – Section 12 paragraph A for Market Intelligence Solutions, LLC.

BACKGROUND/ISSUE:

The Office of Economic Development would like to amend the professional service agreement with Market Intelligence Solutions, LLC to perform the following professional services:

To develop an improved and more detailed and nuanced system of measurement and data collection of the existing entrepreneurial ecosystem.

This primarily involves research, interviews, analysis and issuing a final report and recommendations.

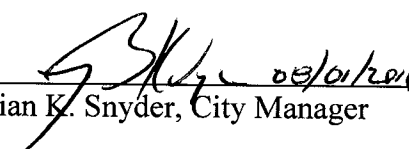
The current professional services boiler plate requires contractors provide minimum levels of insurance coverage, with the City listed as an additional insured. The City Attorney's office has approved removal of general liability boilerplate language paragraph 12 (A).

SUMMARY:


Although the boiler plate requires the general insurance coverage, we are requesting a waiver of this requirement. We feel that performance of these services raises no general liability issues for the City.

☒ APPROVED

☒ APPROVED



Brian K. Snyder, City Manager Date



Kelley A. Brennan, City Attorney Date

7/8/16

CITY OF SANTA FE
AMENDMENT No 4 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#15-0257

AMENDMENT No.4 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated April 6, 2015 (the "Agreement"), between the City of Santa Fe (the "City") and Andrea Romero (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor shall provide services to support the coordination and organization of all MIX activities including monthly, events, special projects, strategic planning, volunteers, communication, sponsor development and interaction and more.

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

1. SCOPE OF SERVICES.

Article 1 of the Agreement is hereby deleted. A new Article 1 of the Agreement is amended so that Article 1, reads

in its entirety as follows:

This includes, but is not limited to:

A. Engage in promotion activities geared to attract the greatest possible number of professionals interested in networking and partnerships to enhance Santa Fe's economy. This includes utilizing the MIX website, social media and other creative, low-cost marketing solutions and other tasks as follows:

(1) Management and facilitation of weekly meetings including follow-up emails, summaries and other assigned tasks.

(2) Communication with sponsors and other stakeholders as needed on monthly events and special projects.

(3) Providing support staff and volunteers on special projects such as business plan competition, micro-funding event etc.

(4) Regular updating of website and social media, responses to MIX Santa Fe emails and other communications.

(5) Gathering of information, testimonials, photos, logos and other material for promotion.

(6) Development of and support on MIX newsletter.

B. Coordinate and develop sponsorships for MIX special projects.

C. Track and manage all financial activity including

sponsor contributions and all expenditures.

D. Coordinate, manage and track annual strategic planning process.

E. Oversee BizMIX programming and execution including:

- (1) Informal reports to the City Economic Development Division at least once per month.
- (2) Staffing at MIX events.
- (3) Marketing and outreach for events.
- (4) Continuing refinement and improvement of best practices for achieving maximum participation and attendance.

F. Complete other tasks as needed in consultation with staff.

2. COMPENSATION.

Article 3, paragraph A is amended to increase the compensation by forty thousand dollars (\$40,000), so that Article 3, paragraph A reads as follows:

A. The City shall pay to the Contractor in full payment for services rendered a sum not to exceed one hundred eight thousand dollars (\$108,000), exclusive of applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate of thirty-dollars (\$30) per hour.

3. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the

City and the Contractor, whichever occurs last, and terminate on June 30, 2018, unless sooner pursuant to Article 6 infra.

B. Option to Renew. The City retains the right to renew this Agreement up to one (1) additional one year terms contingent upon parties reaching an agreement as to the terms and conditions. The option may be exercised by the City by notifying Contractor in writing at least 45 days prior to the expiration.

4. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, Amendment No 1, Amendment No. 2, and Amendment No. 3, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No.4 to the City of Santa Fe Professional Services Agreement as of the date set forth below.

CITY OF SANTA FE:

CONTRACTOR:
ANDREA ROMERO

JAVIER M. GONZALES, MAYOR

DATE: _____

DATE: _____

CRS # 03-257553-00-0
City of Santa Fe Business
Registration # 17-00131482

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

ADAM K. JOHNSON, FINANCE DIRECTOR

22116.510340
BUSINESS UNIT/LINE ITEM

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

AMENDMENT No. 3 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated April 6, 2015 (the "Agreement"), between the City of Santa Fe (the "City") and Andrea Romero (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide support services for economic development's MIX events.

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

1. COMPENSATION.

Article 3, Paragraph A of the Agreement is amended to increase the amount of compensation by a total of twenty eight thousand dollars (\$28,000), so that Article 3, Paragraph A reads as follows:

A. The City shall pay to the Contractor in full payment for services rendered a sum not to exceed sixty eight thousand dollars (\$68,000), exclusive of applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate of thirty-dollars (\$30) per hour.

2. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that

Article 5 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2017, unless terminated sooner pursuant to Paragraph 6, infra.

3. AGREEMENT IN FULL FORCE.

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

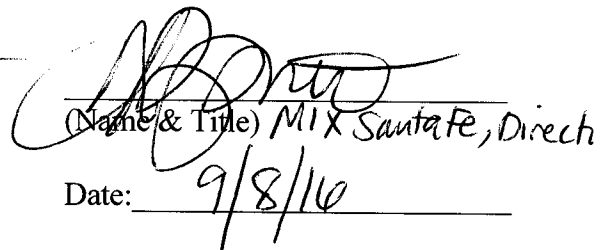
IN WITNESS WHEREOF, the parties have executed this Amendment No.3 to the City of Santa Fe Professional Services Agreement as of the date signed by the City set forth below.

CITY OF SANTA FE:

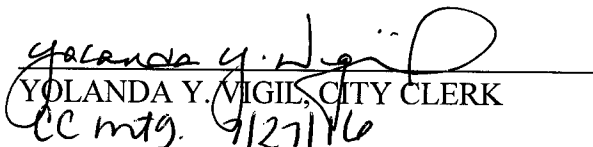
CONTRACTOR:
ANDREA ROMERO


JAVIER M. GONZALES, MAYOR

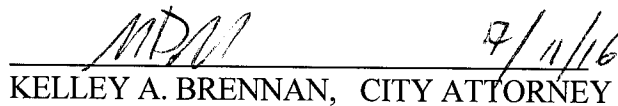
Date: 8/29/16


(Name & Title) MIX Santa Fe, Direct
Date: 9/8/16

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 9/27/16

APPROVED AS TO FORM:


KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:


OSCAR RODRIGUEZ, FINANCE DIRECTOR

22116.510340
BUSINESS UNIT/LINE ITEM

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

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated April 6, 2015 (the "Agreement"), between the City of Santa Fe (the "City") and Andrea Romero (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide support services for economic development's MIX events.

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

1. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on September 30, 2016, unless terminated sooner pursuant to Paragraph 6, infra.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, Amendment No. 1, and the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No.2 to the City of

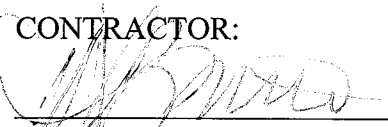
Santa Fe Professional Services Agreement as of the date signed by the City set forth below.

CITY OF SANTA FE:


BRIAN K. SNYDER, CITY MANAGER

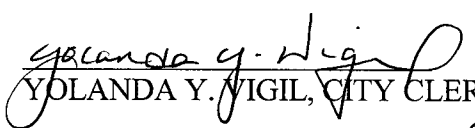
DATE: 06/27/2016

CONTRACTOR:



ANDREA ROMERO

DATE: 6/29/16

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

 6/6/16
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

 6-24-2016
OSCAR RODRIGUEZ
FINANCE DIRECTOR

22116.510340 
BUSINESS UNIT/LINE ITEM

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

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated April 6, 2015 (the "Agreement"), between the City of Santa Fe (the "City") and Andrea Romero (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide support services for economic development's MIX events.

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

1. COMPENSATION.

Article 3, Paragraph A of the Agreement is amended to increase the amount of compensation by a total of twenty thousand dollars (\$20,000), so that Article 3, Paragraph A reads as follows:

A. The City shall pay to the Contractor in full payment for services rendered a sum not to exceed forty thousand dollars (\$40,000), exclusive of applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate of thirty-dollars (\$30) per hour.

2. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

Article 5 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2016, unless terminated sooner pursuant to Paragraph 6, infra.

3. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:


BRIAN K. SNYDER, CITY MANAGER

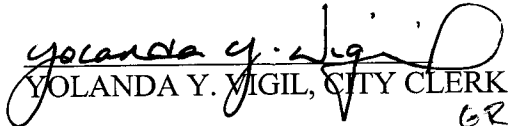
DATE: 01/20/2016

CONTRACTOR:



ANDREA ROMERO

DATE: 1/20/16

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
GR

APPROVED AS TO FORM:

 11/23/15
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

 ASH
OSCAR RODRIGUEZ
FINANCE DIRECTOR

22116.510340
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Article 3, Paragraph A of the Agreement is amended to increase the amount of compensation by a total of twenty thousand dollars (\$20,000), so that Article 3, Paragraph A reads as follows:

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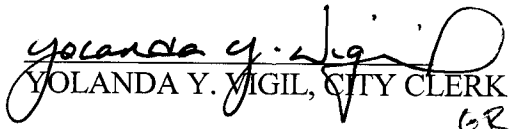
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CONTRACTOR:



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DATE: 1/20/16

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OSCAR RODRIGUEZ
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22116.510340
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CITY OF SANTA FE
PROFESSIONAL SERVICES AGREEMENT

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- B. Communication with sponsors and other stakeholders as needed on monthly events and special projects.
- C. Support staff and volunteers on special projects such as business plan competition, micro-funding event etc.
- D. Regular updating of website and social media, responses to MIX Santa Fe emails and other communications.
- E. Gathering of information, testimonials, photos, logos and other material for promotion.
- F. Development of and support on MIX newsletter.

G. Coordination and development of sponsorships for MIX special projects.

H. Tracking and management of all financial activity including sponsor contributions and all expenditures.

I. Maintain detailed records of all financial activity.

J. Coordination, management and tracking of annual strategic planning process.

K. Oversee BizMIX programing and execution.

L. Other tasks as needed in consultation with staff.

2. STANDARD OF PERFORMANCE; LICENSES

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

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered a sum not to exceed twenty-thousand dollars (\$20,000), exclusive of applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate of thirty-dollars (\$30) per hour.

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

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

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and terminate on December 31, 2015, unless sooner pursuant to Article 6 below.

B. Option to Renew. The City retains the right to renew this Agreement up to three additional one year terms contingent upon parties reaching an agreement as to the terms and conditions. The option may be exercised by the City by notifying Contractor in writing at least 45 days prior to the expiration.

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 days written notice to the Contractor.

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

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

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

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

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

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

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

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

9. CONFLICT OF INTEREST

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

10. ASSIGNMENT; SUBCONTRACTING

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

portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

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

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

13. INDEMNIFICATION

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

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as

defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment

position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

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

22. NOTICES

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

City of Santa Fe:
Housing & Community Development
Department
P.O. Box 909
Santa Fe, NM 87504-0909

Contractor:
Andrea Romero
1101 Hickox Street
Santa Fe, NM 87505

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

CITY OF SANTA FE:


BRIAN K. SNYDER,
CITY MANAGER

DATE: 04/06/2015

ATTEST:

Yolanda Y. Vigie
YOLANDA Y. VIGIE
CITY CLERK

APPROVED AS TO FORM:

MDM 3/26/15
KELLEY A. BRENNAN,
CITY ATTORNEY

CONTRACTOR:
ANDREA ROMERO

By: Andrea Romero

CRS # 03-257553-00-0
City of Santa Fe Business
Registration # 15-00131482

APPROVED:

Oscar Rodriguez
OSCAR RODRIGUEZ, DIRECTOR
FINANCE DEPARTMENT

22116.510340
BUSINESS UNIT/LINE ITEM



City of Santa Fe

Summary of Contracts, Agreements, & Amendments

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

1 FOR: ORIGINAL CONTRACT ☐ or CONTRACT AMENDMENT ☒

2 Name of Contractor Andrea Romero

3 Complete information requested

☒ Plus GRT

☐ Inclusive of GRT

Original Contract Amount: \$20,000.00

Termination Date: December 31, 2015

☐ Approved by Council Date: _____

☒ or by City Manager Date: April 6, 2015

Contract is for: Provide support for the on-going functions of MIX Santa Fe.

Amendment # 1 to the Original Contract# 15-0257

Increase/(Decrease) Amount \$ \$ 40,000.00

Extend Termination Date to: June 30, 2016

☐ Approved by Council Date: _____

☐ or by City Manager Date: _____

Amendment is for: Provide support for the on-going functions of MIX Santa Fe.

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

☐ Inclusive of GRT

Amount \$ 20,000.00 of original Contract# 15-0257 Termination Date: 12/31/2015

Reason: Provide support for the on-going functions of MIX Santa Fe.

Amount \$ 40,000.00 amendment # 1 Termination Date: 06/30/2015

Reason: Provide support for the on-going functions of MIX Santa Fe.

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 60,000.00



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

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

RFP# 15/29/P Date: March 1, 2015

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 Procurement History: First year of potential 4 year
example: (First year of 4 year contract)

7 Funding Source: Economic Development Fund **BU/Line Item:** 22116.510340

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

(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Jessica Sandoval
Phone # xt. 6334

10 Certificate of Insurance attached. (if original Contract) ☐

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature

Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

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

Note: If further information needs to be included, attach a separate memo.

Comments:



DATE: November 23, 2015

TO: Brian Snyder, City Manager
Oscar Rodriguez, Director of Finance

FROM: Kate Noble, Acting Director, Housing and Community Development Department

RE: Andrea Romero – Amendment #1

KW

BACKGROUND:

The Economic Development Division has supported MIX Santa Fe for the past five years as a key talent retention and entrepreneurial development initiative. MIX was begun as a collaboration between the City of Santa Fe, the Santa Fe Chamber of Commerce and engaged individuals. MIX has grown exponentially since its inception. The Third Thursday professional networking events have gone on for almost six years and attracted a total of more than 15,000 people. Total contributions/leverage for MIX through events, contests and special projects is around \$750,000. More than 300 organizations and businesses have been involved with MIX through events, contests (e.g. bizMIX) and special projects (e.g. REMIKE). MIX has also become a key entrepreneurial initiative through the start-up business plan competition known as bizMIX. The two 2014 bizMIX winners (companies awarded cash prizes) are currently employing more than 30 people in part-time positions in Santa Fe. In 2015, bizMIX attracted a large, high-quality cohort of finalists and record sponsorship funding making it possible for \$21,000 to be awarded to four different businesses.

Andrea Romero was selected through RFP #15/29/P. She has been performing the role of MIX Coordinator/Director since November 2014. She has successfully increased MIX sponsor funding, an annual strategic planning process, coordinating a dozen networking events and the bizMIX competition.

The Professional Services Agreement with Andrea Romero provides for services to support the coordination and organization of all MIX activities including: events, special projects, strategic planning, volunteers, communication and sponsor development. The original contract was for \$20,000 and paid at a rate of \$30 an hour beginning in the Spring of 2015. The original contract was projected to last through the calendar year. Hours are billed as worked on a reimbursement basis.

ITEM AND ISSUE:

Staff requests approval of Amendment #1 to the Professional Services Agreement with Andrea Romero. Amendment #1 adds \$20,000 to the original professional services agreement for a total of \$40,000 and extends the contract term through to June 30, 2016. Funding is budgeted in FY 2015/16 and will come from Business Unit 22116 , Line Item 510300.

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19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment

position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

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

22. NOTICES

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

City of Santa Fe:
Housing & Community Development
Department
P.O. Box 909
Santa Fe, NM 87504-0909

Contractor:
Andrea Romero
1101 Hickox Street
Santa Fe, NM 87505

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

CITY OF SANTA FE:



BRIAN K. SNYDER,
CITY MANAGER

DATE: 04/06/2015

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

Kelley A. Brennan 3/26/15
KELLEY A. BRENNAN,
CITY ATTORNEY

CONTRACTOR:
ANDREA ROMERO

By: Andrea Romero

CRS # 03-257553-00-0
City of Santa Fe Business
Registration # 15-00131482

APPROVED:

Oscar Rodriguez
OSCAR RODRIGUEZ, DIRECTOR
FINANCE DEPARTMENT

22116.510340
BUSINESS UNIT/LINE ITEM

**CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#15-1189**

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated October 23, 2015 (the "Agreement"), between the City of Santa Fe (the "City") and Lacey Adams (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

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

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

1. COMPENSATION

Article 3, Paragraph A of the Agreement is amended to increase the amount of compensation by a total of six thousand dollars (\$6,000), so that Article 3, Paragraph A reads as follows:

A. The City shall pay to the Contractor in full payment for services rendered a sum not to exceed twenty one thousand dollars (\$21,000), inclusive of applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate of seventy-five dollars (\$75) per hour.

2. TERM AND EFFECTIVE DATE.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and terminate on June 30, 2018, unless sooner pursuant to Article 6 infra.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, Amendment No. 1 and the Agreement remains and shall remain in full force and effect, in accordance with its terms.

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

CITY OF SANTA FE:

BRIAN K. SNYDER,
CITY MANAGER

Date: _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CONTRACTOR:
LACEY ADAMS

By: _____

Date: _____

CRS # 03-317319-00-2
City of Santa Fe Business
Registration # 17-00135104

APPROVED AS TO FORM:

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

ADAM K. JOHNSON, DIRECTOR
FINANCE DEPARTMENT

22116.510340
BUSINESS UNIT/LINE ITEM

DRAFT

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#15-1189**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated April 6, 2015 (the "Agreement"), between the City of Santa Fe (the "City") and Lacey Adams Design (the "Contractor"). The date of this Amendment shall be retroactive to January 1, 2017.

RECITALS

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

B. Pursuant to Article 19 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION

Article 3, Paragraph A of the Agreement is amended to increase the amount of compensation by a total of five thousand dollars (\$5,000), so that Article 3, Paragraph A reads as follows:

A. The City shall pay to the Contractor in full payment for services rendered a sum not to exceed fifteen thousand dollars (\$15,000), inclusive of applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate of seventy-five dollars (\$75) per hour.

2. TERM AND EFFECTIVE DATE.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

A. This Agreement shall be retroactive to January 1, 2017, and terminate on June 30, 2017, unless sooner pursuant to Article 6 infra.

2. AGREEMENT IN FULL FORCE.

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

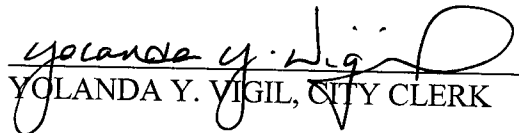
IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the date set forth below.

CITY OF SANTA FE:


BRIAN K. SNYDER,
CITY MANAGER

Date: 04/27/2017

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK CAS

CONTRACTOR:
LACEY ADAMS

By: 

Date: 5/1/17


CRS # 03-317319-00-2
City of Santa Fe Business
Registration # 17-00135104

APPROVED AS TO FORM:

 2/3/12
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

 4-27-17
ADAM K. JOHNSON, DIRECTOR
FINANCE DEPARTMENT

22116.510340 
BUSINESS UNIT/LINE ITEM



Memorandum

Date: February 9, 2017
To: Brian Snyder, City Manager
From: Alexandra Ladd, Interim Director, Office of Economic Development *ALL*
Re: Amendment to Professional Services Agreement – Lacey Adams Design

.....

Background:

Communications, marketing and awareness have been identified as a key area for improvement in the City's Economic Development program through committee discussions at the Business and Quality of Life Committee (BQL, the Economic Development Review Sub-Committee (EDRC), selected focus groups with business leaders and individual discussions with City Councilors and community members. The Economic Development Division released Request for Proposals (RFP) to identify contractors to help with marketing and branding as well as infographics to communicate complex information and document layout/design.

Item and Issue:

Lacey Adams Design was selected through the RFP review process for infographic creation, design, layout, marketing and related on-demand services for the City of Santa Fe's Economic Development Division. As we move forward with releasing the Economic Plan Update document, her services are required to put the information into an easy-to-read and graphically interesting format. This requires extending the time of performance on her contract to June 30, 2017 and increasing the compensation amount by \$5,000.

Action Requested:

Please sign the attached amendment to the Professional Services Agreement (PSA) with Lacey Adams Design. Funding is available in the approved budget for the Economic Development Division from business unit and line item 2216.510340.



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

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

1 **FOR:** ORIGINAL CONTRACT ☐ or CONTRACT AMENDMENT ☒

2 Name of Contractor Lacey Adams Design

3 Complete information requested

☐ Plus GRT

☒ Inclusive of GRT

Original Contract Amount: \$10,000.00

Termination Date: December 31, 2016

☐ Approved by Council Date: _____

☒ or by City Manager Date: October 21, 2015

Contract is for: Develop and deliver communications, infographic creation, design, layout and marketing and realted branding services for Economic Development

Amendment # 1 to the Original Contract# 15-1189

Increase/(Decrease) Amount \$ \$ 5,000.00

Extend Termination Date to: June 30, 2017

☐ Approved by Council Date: _____

☐ or by City Manager Date: _____

Amendment is for: Develop and deliver communications, infographic creation, design, layout and marketing and realted branding services for Economic Development

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

☒ Inclusive of GRT

Amount \$ 10,000.00 of original Contract# 15-1189 Termination Date: 12/30/2016

Reason: _____

Amount \$ 5,000.00 amendment # 1 Termination Date: 06/30/2017

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 15,000.00



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

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

RFP# 16/07/P Date: August 24, 2015

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 Procurement History: first year
example: (First year of 4 year contract)

7 Funding Source: Economic Development **BU/Line Item:** 22116.510340

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

(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Jessica Sandoval
Phone # xt. 6334

10 Certificate of Insurance attached. (if original Contract) ☐

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

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

Note: If further information needs to be included, attach a separate memo.

Comments:

ITEM # 15-1189

CITY OF SANTA FE
PROFESSIONAL SERVICES AGREEMENT

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

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

- A. Develop and deliver communications, infographic creation, design, layout, marketing and related branding services for the City of Santa Fe's Economic Development Division which shall include but is not limited to:
- (1) Rapid and efficient production of document layouts with clean, consistent aesthetic.
 - (2) Management of printing processes as needed, bidding and placing orders and any logistics involved including costs, pricing options and the factors involved including use of color(s), materials, size/scale and other relevant items.
 - (3) High quality design and ability to apply consistent brand identity across a variety of printed and collateral materials.
 - (a) Design of infographics which report complex data in an attractive and understandable way.
 - (b) Design of effective presentations to diverse community groups.

(c) Assistance in planning for achieving communications goals and visibility of materials and information.

2. STANDARD OF PERFORMANCE; LICENSES

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

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed ten-thousand dollars (\$10,000), inclusive of applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate of seventy-five dollars (\$75) per hour.

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

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

4. APPROPRIATIONS

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

terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on December 31, 2016 unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 days written notice to the Contractor.

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

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

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

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

A. The Contractor and its agents and employees are independent

contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

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

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

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

9. CONFLICT OF INTEREST

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

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations

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

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

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

13. INDEMNIFICATION

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

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the

laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

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

21. SEVERABILITY

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

22. NOTICES

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

City of Santa Fe:
Housing & Community Development
Department
P.O. Box 909
Santa Fe, NM 87502

Contractor:
Lacey Adams Design
1726 Agua Fria Street
Santa Fe, NM 87505

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

CITY OF SANTA FE:


BRIAN K. SNYDER, CITY MANAGER

DATE: 10-21-15

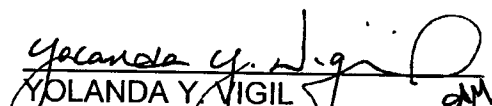
CONTRACTOR:
LACEY ADAMS DESIGN


NAME & TITLE


DATE: 10/23/15

CRS# 03-317319-00-2
City of Santa Fe Business
Registration # 15-00135104

ATTEST:


YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

 9/22/15

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

 10-20-2015

OSCAR RODRIGUEZ, FINANCE DIRECTOR

22116.510340
BUSINESS UNIT/LINE ITEM



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/19/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Reynolds & Rodar Insurance Group Inc 400 Kiva Court Santa Fe NM 87505		CONTACT NAME: Brenda Medina PHONE (A/C No. Ext): (505) 467-6201 FAX (A/C No.): (505) 983-9145 E-MAIL ADDRESS: bmedina@reynoldsinsurance.com	
INSURED Lacey Adams 1611 Camino Porvenir Santa Fe NM 87505		INSURER(S) AFFORDING COVERAGE INSURER A: United States Liability Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL1741911638

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Errors & Omission Liability			SP1565824	4/12/2017	4/12/2018	Limit 1,000,000 Deductible 0

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Santa Fe
120 South Federal Place
Santa Fe, NM 87501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jake Rodar/BM

CITY OF SANTA FE
PROFESSIONAL SERVICES AGREEMENT

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

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

A. Develop and deliver communications, infographic creation, design, layout, marketing and related branding services for the City of Santa Fe's Economic Development Division which shall include but is not limited to:

- (1) Rapid and efficient production of document layouts with clean, consistent aesthetic.
- (2) Management of printing processes as needed, bidding and placing orders and any logistics involved including costs, pricing options and the factors involved including use of color(s), materials, size/scale and other relevant items.
- (3) High quality design and ability to apply consistent brand identity across a variety of printed and collateral materials.
 - (a) Design of infographics which report complex data in an attractive and understandable way.
 - (b) Design of effective presentations to diverse community groups.

(c) Assistance in planning for achieving communications goals and visibility of materials and information.

2. STANDARD OF PERFORMANCE; LICENSES

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

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed ten-thousand dollars (\$10,000), inclusive of applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate of seventy-five dollars (\$75) per hour.

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

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

4. APPROPRIATIONS

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

terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on December 31, 2016 unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 days written notice to the Contractor.

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

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

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

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

A. The Contractor and its agents and employees are independent

contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

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

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

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

9. CONFLICT OF INTEREST

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

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations

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

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

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

13. INDEMNIFICATION

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

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the

laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

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

21. SEVERABILITY

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

22. NOTICES

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

City of Santa Fe:
Housing & Community Development
Department
P.O. Box 909
Santa Fe, NM 87502

Contractor:
Lacey Adams Design
1726 Agua Fria Street
Santa Fe, NM 87505

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


CITY OF SANTA FE:


BRIAN K. SNYDER, CITY MANAGER

DATE: 10-21-15

CONTRACTOR:

LACEY ADAMS DESIGN


NAME & TITLE

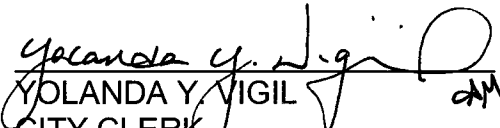
DATE: 10/23/15

CRS# 03-317319-00-2


City of Santa Fe Business

Registration # 15-00135104

ATTEST:


YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

 9/22/15

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

 10-20-2015

OSCAR RODRIGUEZ, FINANCE DIRECTOR

22116.510340
BUSINESS UNIT/LINE ITEM

CITY OF SANTA FE
AMENDMENT No 2 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#15-1048

AMENDMENT No.2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated September 30, 2015 (the "Agreement"), between the City of Santa Fe (the "City") and SCORE (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide economic development services for the City.

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

1. COMPENSATION

Article 3, paragraph A of the Agreement is amended to increase the compensation by twenty-five thousand dollars (\$25,000), so that Article 3, paragraph A reads as follows:

A. The City shall pay to the Contractor for services rendered a sum of seventy five thousand dollars (\$75,000),

inclusive of applicable gross receipts taxes.

2. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and terminate on June 30, 2018, unless sooner pursuant to Article 6.

B. Option to Renew. The City retains the right to renew this Agreement up to one (1) additional one year terms contingent upon parties reaching an agreement as to the terms and conditions. The option may be exercised by the City by notifying Contractor in writing at least 45 days prior to the expiration.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, Amendment No. 1 and the Agreement remains and shall remain in full force and effect, in accordance with its terms.

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

CITY OF SANTA FE:

CONTRACTOR:
SCORE

JAVIER M. GONZALES, MAYOR

(Marcia Swain, Chair)

DATE: _____

DATE: _____

CRS # A8025006090051

City of Santa Fe Business
Registration # 17-40945

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

ADAM K. JOHNSON, FINANCE DIRECTOR

22116.510340
BUSINESS UNIT/LINE ITEM

ITEM # 16-0749

CITY OF SANTA FE
AMENDMENT No 1 TO
PROFESSIONAL SERVICES AGREEMENT

AMENDMENT No.1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated September 30, 2015 (the "Agreement"), between the City of Santa Fe (the "City") and SCORE (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide economic development services for the City.

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

1. SCOPE OF WORK.

Article 1, paragraph A of the Agreement is amended to revise the number of business seminars and workshops for the technical assistance/business outreach program for the city, so that Article 1, paragraph A read in its entirety is as follows:

A. Implement a business education program for Santa Fe Area businesses, entrepreneurs and non-profits which furthers

the City of Santa Fe's Economic Development goals by developing interactive seminars and workshops that are relevant to operating, marketing or financing their businesses. This education program would also connect and educate business owners and entrepreneurs with city economic development programs and community business resource providers. The education program would implement the following:

- (1) Nine to Ten (9-10), two to three hour lecture seminars, oriented to entrepreneurs, business owners and non-profits. One of the seminars will be seminars will be delivered in Spanish on a topic that will be beneficial to Spanish speaking businesses/entrepreneurs. The topic will be mutually agreed upon by SCORE and the city.
- (2) Two to Three (2-3) three to four hour interactive hands-on training workshops on specialized topics such on, QuickBooks accounting, marketing, social media and cash flow management. The final line up of workshops will be mutually agreed upon.
- (3) Provide follow up assistance and support for

entrepreneurs, businesses and non-profits.

- (4) Improve workshops & seminars based on participant feedback.
- (5) Refer participants to other appropriate service providers as needed.

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

G. DATA - In order to help further a city wide data collection effort to better understand the local entrepreneurial and workforce community, programs and constituent needs, SCORE agrees to contribute requested internal (non-confidential) data by the City's economic development data staff or contractor and to make every reasonable effort to align data collection efforts to inform this effort.

Metrics - Appendix B is amended to add age, ethnicity, race and gender as data to be collected from the clients attending the education workshop or seminar.

2. COMPENSATION

Article 3, paragraph A of the Agreement is amended to increase the compensation by twenty-five thousand dollars (\$25,000), so that Article 3, paragraph A reads as follows:

A. The City shall pay to the Contractor for services

rendered a sum of fifty-thousand dollars (\$50,000), inclusive of applicable gross receipts taxes. The first payment of \$10,000 will be made upon completion of the Fall Education Series and \$15,000 will be made upon completion of the Spring Education Series.

3. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the City and terminate on June 30, 2017, unless sooner pursuant to Article 6.

B. Option to Renew. The City retains the right to renew this Agreement up to two (2) additional one year terms contingent upon parties reaching an agreement as to the terms and conditions. The option may be exercised by the City by notifying Contractor in writing at least 45 days prior to the expiration.


2. AGREEMENT IN FULL FORCE.

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


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

CITY OF SANTA FE:

CONTRACTOR:
SCORE


JAVIER M. GONZALES, MAYOR

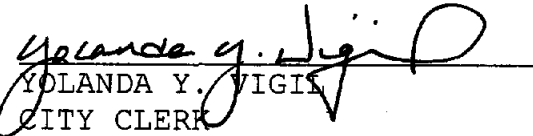
DATE: 8/16/16


(Ray Berger, Chair)


DATE: 11/23/16

CRS # A8025006090051
City of Santa Fe Business
Registration # 16-40945

ATTEST:


YOLANDA Y. VIGIL
CITY CLERK
CC mtg. 8/14/16

APPROVED AS TO FORM:

 8/2/16
KELLEY BRENNAN, CITY ATTORNEY

APPROVED:

 8-12/2016
OSCAR RODRIGUEZ, FINANCE DIRECTOR

22116.510300
BUSINESS Unit/LINE ITEM

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and (SCORE) (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

A. Implement a business education program for Santa Fe Area businesses, entrepreneurs and non-profits which furthers the City of Santa Fe's Economic Development goals by developing interactive seminars and workshops that are relevant to operating, marketing or financing their businesses. This education program would also connect and educate business owners and entrepreneurs with city economic development programs and community business resource providers. The education program would implement the following:

- (1) Eight(8), two to three hour lecture seminars, oriented to entrepreneurs, business owners and non-profits.
- (2) Four (4) three to four hour interactive hands-on training workshops on specialized

topics such on, QuickBooks accounting, marketing, social media and cash flow management. The final line up of workshops will be mutually agreed upon.

- (3) Provide follow up assistance and support for entrepreneurs, businesses and non-profits.
- (4) Improve workshops & seminars based on participant feedback.
- (5) Refer participants to other appropriate service providers as needed.

B. Administration. The contractor will administer all functions of the education program and will be responsible for overseeing and effectuating the series details including, but not limited to, communications and interface with the city, resource partners, presenters, marketing, logistics and other duties to be specified by the City.

C. Reporting

(1) Provide a detailed final report summarizing and evaluating the overall effectiveness of the education program. The report shall include the metrics and information detailed in Appendix B.

(2) The final report of the education program shall also contain the number of the events held, presenters and

a list or sign-in sheet of all attendees who participated in the series.

D. Presentation Material.

(1) The city will assist the contractor with the presentation workbooks for the education program events by collaborating with the design and printing of the cover and format of the workbook. The City will work with contractor to ensure that the presentation material also has the contractor's logo in the design of the presentation workbook as well as the City's logo.

(2) The contractor will be responsible for providing the City with the presentation materials from the presenters three weeks prior to the start of each seminar or workshop in order for the City to print the appropriate number of presentation workbooks for each event. The contractor will be responsible for the distribution of the presentation workbooks to education program attendees.

E. The contractor shall partner with City sponsored business development programs to provide referrals and assistance as needed by the business or entrepreneur being assisted.

F. Videography. The "City" shall produce videos up to four (4) of the educational series seminars/workshops. They

will be edited for distribution by the City of Santa Fe and made available for use by the contractor.

2. STANDARD OF PERFORMANCE; LICENSES

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

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor i for services rendered a sum of twenty five-thousand dollars (\$25,000), inclusive of applicable gross receipts taxes. The first payment of \$10,000 will be made upon completion of the Fall Education Series and \$15,000 will be made upon completion of the Spring Education Series.

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

C. Payments shall be made upon receipt and approval by the City of detailed invoices containing a report of services completed in accordance with the schedule of the reports as

outlined in section C. Compensation shall be paid only for services actually performed.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the City and terminate on June 30, 2016, unless sooner pursuant to Article 6 below.

B. Option to Renew. The City retains the right to renew this Agreement up to three` additional one year terms contingent upon parties reaching an agreement as to the terms and conditions. The option may be exercised by the City by notifying Contractor in writing at least 45 days prior to the expiration.

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 days written notice to the Contractor.

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

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

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

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

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees

or subcontractors retained by Contractor in the performance of the services under this Agreement.

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

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

9. CONFLICT OF INTEREST

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

10. ASSIGNMENT; SUBCONTRACTING

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

portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of

Insurance or other evidence of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

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

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

13. INDEMNIFICATION

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

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS AND AUDIT

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

both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

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

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

20. NON-DISCRIMINATION

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

21. SEVERABILITY

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

22. NOTICES

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

City of Santa Fe:

Housing and Community Development

Department

P.O. Box 909

Santa Fe, NM 87504

Contractor:

SCORE

120 Federal Place, #307

Santa Fe, NM 87501

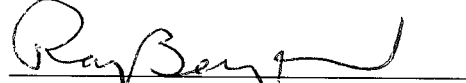
IN WITNESS WHEREOF, the parties have executed this Agreement
on the date set forth below.

CITY OF SANTA FE:


JAVIER M. GONZALES, MAYOR

CONTRACTOR:

SCORE


(Ray Berger, Chair)


DATE: 10/19/15

ATTEST:

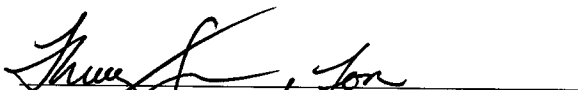
CRS # A8025006090051

City of Santa Fe Business

Registration # 15-40945


YOLANDA Y. VIGIL
CITY CLERK
CC mtg. 9/30/15

APPROVED AS TO FORM:


KELLEY BRENNAN, CITY ATTORNEY

APPROVED:


OSCAR RODRIGUEZ, FINANCE DIRECTOR

22116.510300

BUSINESS Unit/LINE ITEM

Appendix A: SCORE 2015/16 BUSINESS EDUCATION SERIES

Event Presentation Calendar*

FALL 2015

Workshops

The Perfect Pitch ✓

Seminar

Successful Crowd Funding ✓

The Customer Experience Economy – Exceptional Customer Service

Getting and Keeping Your Money: Accounting Basics

SPRING 2016

Workshops

Intermediate QuickBooks

Maximize Your Website

Effective Use of Social Media

Seminars

Writing a Compelling Business Plan

Legal Structures and Regulatory Compliance

Growing a Sustainable Non-Profit

Your Employees are Your Assets

Secrets to Business Licensing and Regulation

***Topics are subject to change**

Appendix B – Metrics

- Attendance for each event
 - ✓ Average class size for seminars and workshops
- Collated survey and registration results for each education series event
 - ✓ Initial
 - Number of years in business or start-up
 - Number of employees
 - Type of business (home based, commercial, non-profit)
 - Industry sector
 - Post
 - Satisfaction rating
 - Presenter rating
 - Workshop material
 - Relevancy of course
- Source of Referral
- Number of attendees who become SCORE clients
- Number of mentored clients per year
- Return rate percentage
- Mentor recruitment highlights
- Partnership highlights

Appendix C: Sample Survey

Name of Workshop/Seminar
Names of Presenters

1. Please rate your overall satisfaction with this seminar/workshop:

☐ Excellent
☐ Above Average
☐ Fair
☐ Below Average
☐ Poor

Explain: _____

2. The seminar/workshop presenter (s) was/were: (Check One)

☐ Effective
☐ Engaging
☐ Knowledgeable
☐ Unknowledgeable
☐ Ineffective
☐ Unengaging

Explain: _____

3. Please rate the seminar/workshop materials:

☐ Excellent
☐ Above Average
☐ Fair
☐ Below Average
☐ Poor

Explain: _____

4. I found this seminar/workshop

☐ Excellent
☐ Above Average
☐ Fair
☐ Below Average
☐ Poor

Explain: _____

5. Is there anything that might have improved your seminar/workshop experience?

6. Seminar or workshop topics I would like to see in the future:

7. Would you recommend this seminar/workshop?

☐ Yes
☐ NO

Explain: _____