

**ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 10/19/15
FOR CITY COUNCIL MEETING OF 10/28/15**

ISSUE:

8. Request for Approval of Amendment No. 1 to Professional Services Agreement – Development of a Project Plan for Recruiting Members to Participate in a Makerspace to be Opened 2016; Make Santa Fe, LLC. (Kate Noble)

FINANCE COMMITTEE ACTION:

Approved as Consent item.

FUNDING SOURCE: 22116.510340

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	Excused		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

4-13-15



Memorandum

Date: October 8, 2015
To: Economic Development Review Committee
Business and Quality of Life Committee
From: Kate Noble, Interim Housing and Community Development Director KN
Re: Amendment Number 1 to Professional Services Agreement – Make Santa Fe, LLC

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Background:

Developing a vibrant business community has been a central pillar for Santa Fe's economic development work for more than a decade. It has been identified in the Angelou Plan (2004) the Strategy for Implementation (2008), the Existing and Future Economy Sub-Committee reports (2010), as well as the Beyond Survival Roundtable, a forum on job creation and a revised and updated economic development strategy presented to BQL in 2012.

In the Fall of 2014, the Economic Development Division released the Ignite Entrepreneurship Request for Proposals (RFP) taking into account additional insight from the Kauffman Foundation's work on entrepreneurship, input from the Business and Quality of Life Committee and members of the governing body; as well as best practices in economic development, and learnings from two-years of The Velocity Project (business accelerator) and the bizMIX business plan competition.

Seven proposals were received in response to the RFP and members of the Economic Development Review Committee (EDRC) reviewed all proposals and interviewed all teams. Two teams were invited for second round interviews. EDRC then arrived at the recommendation to fund Startup Santa Fe and Make Santa Fe at \$45,000 each in FY 2014/2015 with a provisional recommendation for an additional \$45,000 each in FY 2015/2016, if clear progress is made and clear measures delivered.

The original PSA with Make Santa Fe included the following:

- Services to develop makers, i.e. creative entrepreneurs, and to assess the needs of the sector and facilitate access to tools and resources to develop products and companies in this arena.
- Six pop-up maker events across the city and targeting a diverse cross-section of Santa Feans.

- Data and collated input generated through pop-up events and website and social media interactions.
- Reporting on activity and information gathered including membership pledges and fundraising, and recommendations on further development, needs and entrepreneurial potential of the sector.

A summary of the Make Santa Fe activities completed in phase 1 is included in the attached final report. Highlights include:

- Nine pop-up events held which gathered 450 surveys from potential users of a maker space.
- Information gathered on the demand for tools and training.
- Information gathered on price points, opening time and locations desired and frequency of use estimates.

Item and Issue:

For a second phase, Make Santa Fe proposes to continue with an additional \$34,000 towards opening a sustainable makerspace in 2016 and achieve the deliverables outlined in Amendment Number 1 to the original PSA. These include:

- Detailed membership recruitment plan including different tiers of access and hours, details on tool training and certification with an emphasis on opportunities for businesses, entrepreneurs and inventors.
- A business and capital development plan including a system for membership and payment management and subsidy plans for financially disadvantaged members of the community.
- Development and delivery of at least five courses on tools and technologies.
- An event targeted to the medical/disability assistance technology area including a contest to choose the best product prototype in this area.
- A final report with progress on all activities including metrics and progress.

Action Requested:

Staff recommends approval of Amendment Number 1 to the Make Santa Fe professional Services Agreement. This adds \$34,000 to the contract for the additional deliverables. Funding is available in the approved budget for the Economic Development Division from business unit and line item 22116.510340.

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#15-0227**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated March 30, 2015 (the "Agreement"), between the City of Santa Fe (the "City") and Make Santa Fe, LLC (the "Contractor"). The date of this Amendment shall be retroactive to August 1, 2015.

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. SCOPE OF WORK.

Article 1, paragraph A of the Agreement is amended to include additional subsections, so that Article 1, paragraph A, subsections 6, 7, 8, 9, and 10 reads as follows:

(6) Develop a project plan for recruiting members to participate in a makerspace to be opened in 2016. The plan shall include descriptions of different tiers of membership, levels and hours of access, volunteer opportunities and details on tool training and certification. The plan shall emphasize the opportunities for businesses, entrepreneurs and inventors.

- (7) Develop a business plan for sustainable operations of the makerspace.

This shall include a plan for a capital campaign, a business plan and a management system for membership sign-up, renewal and contributions/payment. The capital campaign shall be engineered to subsidize memberships for financially disadvantaged members and geared to collect additional tools and equipment; it shall also include an overall goal, target metrics, incentives and other relevant details.

- (8) Develop curriculums and carry out a minimum of five courses introducing members and interested community members to new tools and technologies. The Contractor shall provide optional written information on other business resources (pamphlets) to course attendees.

- (9) Develop an event relating to invention opportunities in the medical/disability assistance technology area. The Contractor shall conduct a contest for the best prototype in this area and generate a brief about the specific needs in assistance technology.

- (10) Produce a final narrative report with key metrics including course and event attendance, engagement of members and progress towards capital campaign and membership goals.

2. COMPENSATION.

Article 3, Paragraph A of the Agreement is amended to increase the amount of compensation by a total of thirty-four thousand dollars (\$34,000), 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 seventy-nine thousand dollars (\$79,000), inclusive of applicable gross receipts taxes.

Article 3, paragraph A, of the Agreement is amended to add additional subsections, so that Article 3, paragraph A, subsections 6, 7, 8, 9, and 10 reads as follows:

(6) Payment of nine thousand dollars (\$9,000) upon receipt of a project plan for membership recruitment and development as outlined in Article 1, paragraph A, subsection 6 above.

(7) Payment of eight thousand dollars (\$8,000) upon receipt of a business plan and capital campaign plan as outlined in Article 1, paragraph A, subsection 7 above.

(8) Payment of nine thousand dollars (\$9,000) upon delivery of course curriculums and delivery of five courses as outlined in Article 1, paragraph A, subsection 8 above.

(9) Payment of four thousand dollars (\$4,000) upon completion of an event and brief relating to the medical/disability assistance technology area as outlined in Article 1, paragraph A, subsection 9 above.

(10) Payment of our thousand dollars (\$4,000) upon completion of a final narrative report as outlined in Article 1, paragraph A, subsection 10 above.

3. 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 August 1, 2015, and terminate on June 30, 2016, unless sooner pursuant to Article 6 infra.

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. 1 to the City of Santa Fe Professional Services Agreement as of the date set forth below.

CITY OF SANTA FE:

CONTRACTOR:
MAKE SANTA FE, LLC

JAVIER M. GONZALES, MAYOR

NAME & TITLE

Date: _____

Date: _____

CRS # 03-314064-00-2
City of Santa Fe Business
Registration # 15 - 00130086

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

 9/23/15
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

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 Make Santa Fe, LLC

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$45,000.00

Termination Date: June 30, 2015

Approved by Council Date: _____

or by City Manager Date: March 10, 2015

Contract is for: Provide services to develop creative entrepreneurs, assess the needs of the creative entrepreneurial sector and facilitate access to tools and resources.

Amendment # 1 to the Original Contract# 15-0227

Increase/(Decrease) Amount \$ \$ 34,000.00

Extend Termination Date to: June 30, 2016

Approved by Council Date: _____

or by City Manager Date: _____

Amendment is for: Develop a project plan for recruiting members to participate in a markerspace to be opened in 2016.

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

Amount \$ 45,000.00 of original Contract# 15-0227 Termination Date: 07/31/2015

Reason: Provide services to develop creative entrepreneurs

Amount \$ 34,000.00 amendment # 1 Termination Date: 06/30/2016

Reason: Develop a project plan for recruiting members to participate in a markerspace to be opened in 2016.

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# 15/21/P Date: January 7, 2014

RFQ [] Date:

Sole Source [] Date:

Other

6 Procurement History: Second of possible 4 year contract
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) [checked]

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:

Large empty rectangular box for comments.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/25/2015

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 Blue Chip Insurance Agency P.O. Box 5355 1040 Don Diego Santa Fe, NM 87502 John Bennett	CONTACT NAME: John Bennett
	PHONE (A/C, No., Ext): 505-988-4425 FAX (A/C, No.): 505-988-7454 E-MAIL ADDRESS: johnbennett@bluechipsantafe.com
INSURED MAKES SANTA FE, LLC 916 Baca St. Santa Fe, NM 87505	INSURER(S) AFFORDING COVERAGE
	INSURER A : TRAVELERS
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :

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.

NSR 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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		680-7F265310	03/26/2015	03/26/2016	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			680-7F265310	03/26/2015	03/26/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							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 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		N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

Economic Development Consulting

CERTIFICATE HOLDER City of Santa Fe P.O. Box 909 Santa Fe, NM 87504	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 John Bennett

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 Make Santa Fe, 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

The Contractor shall provide services to develop creative entrepreneurs, assess the needs of the creative entrepreneurial sector and facilitate access to tools and resources. This shall be achieved by leveraging the 'maker' movement that leverages digital technologies to remake manufacturing, product development and job skills.

A. The Contractor shall achieve the following deliverables:

(1) Develop a project plan for execution of six pop-up maker events including partners to be engaged and an outreach plan into the community.

(2) Create branding and communications tools, including but not limited to:

(a) Logo and design for print and digital

(b) Website with analytical tools to gather data and input on how a makers space and makers resources can best serve entrepreneurial

development in Santa Fe and with links to business development partners, and relevant programs funded by the City of Santa Fe.

(c) Social media presence designed to magnify the goals of website and collect additional input.

(d) Short promotional video.

(3) Execute six pop up events at a variety of locations around the city with each event targeting different audiences around the community. Each event shall include the following:

(a) Local craftspeople hired to facilitate and teach 'maker' lessons in their area of expertise.

(b) Outreach to a diverse cross-section of the Santa Fe community including a robust social media and website presence showcasing local creators, their products and stories.

(c) Interviews conducted with attendees and craftspeople teachers to collect input on how makers resources can best serve the need of Santa Feans.

(d) Documentation through photography and videography.

(4) Develop a strategy for future development of the makers ecosystem and creative entrepreneurs continued and enhanced access to resources

and tools through the launch of a physical makers or other mechanisms. This shall include:

(a) A membership and member pledge structure.

(b) A donor and sponsor development plan.

(5) Deliver a final report and overall narrative of what was learned and next steps and a maximum of two presentations to City of Santa Fe committees and/or meetings summarizing the following:

(a) Data and information collected from each event and through website and social media. Including number of attendees, areas of interest, collated results of interviews and other relevant information.

(b) Number of membership pledges generated.

(c) Overall demand and needs assessment, including estimated users and types of activities.

(d) Overall assessment of entrepreneurial development potential through gauged interest in company and product development.

B. Meet monthly with city staff and other city funded contractors to develop and enhance collaborations and mutual amplification of activities.

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 forty-five thousand dollars (\$45,000), inclusive of applicable gross receipts taxes. Payment shall be made for services actually rendered according to the following schedule:

(1) Payment of ten thousand dollars (\$10,000) upon receipt and acceptance of a detailed project and outreach plan.

(2) Payment of ten thousand dollars (\$10,000) upon receipt and acceptance of branding and communications tools.

(3) Payment of ten thousand dollars (\$10,000) upon completion of the initial three pop up makers events.

(4) Payment of ten thousand dollars (\$10,000) upon completion of the final three pop up makers events.

(5) Payment of five thousand dollars (\$5,000) upon receipt and acceptance of a strategy for future development of the 'makers' ecosystem and final report as detailed in the scope of work above.

B. The Contractor shall be responsible for payment of any applicable 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

A. This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on July 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 (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 thirty (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. 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

Contractor:
MakeSantaFe
213 Fiesta Street
Santa Fe, NM 87501

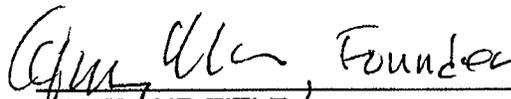
IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

CONTRACTOR:
Make Santa Fe, LLC



BRIAN K. SNYDER, CITY MANAGER



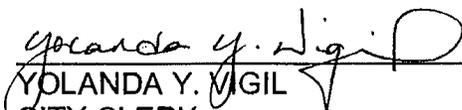
NAME AND TITLE

DATE: 3-30-15

DATE: April 1, 2015

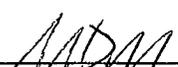
CRS# 03-314064-00-2
City of Santa Fe Business
Registration # 15-00130086

ATTEST:



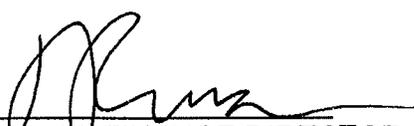
YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

 1/22/15

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:



OSCAR RODRIGUEZ, FINANCE DIRECTOR

22116.510340
Business Unit Line Item