

ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 08/03/15
ITEM FROM FINANCE COMMITTEE MEETING OF 08/12/15

ISSUE:

14. Request for Approval of Professional Services Agreement – Stenographic Services for City Committees (RFP #15/45/P). (Melissa Byers)

- Carl G. Boaz, Inc.
- Charmaine Clair
- Elizabeth Martin & Associates
- Frances Lucero Transcription Services
- Melessia Helberg & Associates
- Stenography Services, Inc.
- Linda Vigil

FINANCE COMMITTEE ACTION:

Approved as Consent item.

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

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

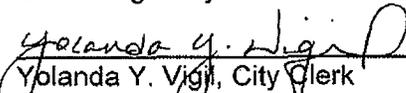
4-13-15

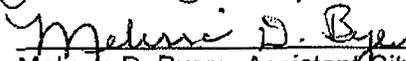
City of Santa Fe, New Mexico

memo

Date: July 28, 2015

To: Finance Committee
Governing Body

Via: 
Yolanda Y. Vigil, City Clerk

From: 
Melissa D. Byers, Assistant City Clerk

Item & Issue:

RFP #15/45/P – Stenographic Services for City Committees.

Background & Summary:

The City Purchasing Office issued RFP #15/45/P on June 4, 2015. The deadline for submittal of proposals was July 1, 2015. The City received seven proposals in response to the RFP. An evaluation team comprised of staff from the City Clerk's Office reviewed and scored each proposal based on the evaluation criteria and weighted values provided in the RFP.

As a result, staff recommends that each of the following proponents be awarded a contract to provide stenographic services for City committee meetings:

- Carl G. Boaz, Inc. – \$17,000, plus gross receipts tax
- Charmaine Clair – \$8,000, plus gross receipts tax
- Elizabeth Martin & Associates – \$10,000, plus gross receipts tax
- Frances Lucero Transcription Services – \$17,000, plus gross receipts tax
- Melessia Helberg & Associates – \$19,000, plus gross receipts tax
- Stenography Services, Inc. – \$11,000, plus gross receipts tax
- Linda Vigil – \$8,000, plus gross receipts tax

The term of each Agreement ends on June 30, 2016. The compensation amount may be increased and the term may be extended for an additional period of three years, by written amendment to the Agreement.

For FY 2015/2016, the City Clerk's Office has available in the budget, \$115,000.00 for professional services. The stenographic services referenced above will be paid out of the professional services business unit/line item 12006.510300. There is sufficient budget available for such services.

Requested Action:

Please consider the award of RFP #15/45/P to the above listed proponents.

Attachments: Procurement Check List
Evaluation Team Scores
Professional Services Agreements
Summaries of Contracts

CITY OF SANTA FE RFP PROCUREMENT CHECKLIST

Contractor Name: Carl G. Boaz, Inc.; Charmaine Clair, Elizabeth Martin & Assoc.; Francis Lucero Transcription Services; Melessia Helberg & Associates; Stenography Services; Linda Vigil

Procurement Title: Stenographic Services for City Committees

Solicitation RFP#: '15/45/P

Department Requesting/Staff Member City Clerk's Office, Yolanda Y. Vigil

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Departments Recommendation of Award Memo addressed to Finance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tabulation Evaluation score sheet
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

Melissa D. Byers, Assistant City Clerk

Department Rep Printed Name and Title

Melissa D. Byers
 Department Rep Signature attesting that all information included

Julie Rodriguez
 Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR BID FILE*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Final RFP Document
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Copy of legal solicitation published in the newspaper, website, etc.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All addendums
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Plan holders list
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Copies of all RFP submittals
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Complete evaluation score sheets
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Oral presentations (sign-in sheets, presentation materials, etc.)

- | | | |
|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Documentation sent to Proponents/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Reference Reviews/Reference Check Questionnaires |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Pricing evaluation |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Final overall evaluation matrix or summary of evaluator scores |
| <input type="checkbox"/> | <input type="checkbox"/> | Other: <u>Telephonic Offer of Contract</u> |

AWARD*

YES N/A

- | | | |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Fully executed Memo to Committees from the Department with recommendation of award |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Winning proposal (this is a copy that has all confidential/proprietary information excluded) |
| <input type="checkbox"/> | <input type="checkbox"/> | Contract Award Notice |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Email or notification sent to all Proponent(s)/Offerors that award was made |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Waiver or "No Action Taken" from Procurement Office |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | If IFB and not awarded to lowest responsive, responsible bidder; written explanation |
| <input type="checkbox"/> | <input type="checkbox"/> | Other: _____ |

DISCLOSURES*

YES N/A

- | | | |
|---|-------------------------------------|--|
| Contractor Disclosures & Conflicts of Interest | | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Disclosures & Conflicts of Interest Form(s) (winning proponent(s)/offeror(s)) |
| Contractor –Conflicts of Interest | | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Purchasing Office Letter or e-mail to designated individual regarding potential conflict |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Conflict of Interest Form signed by all parties |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Letter from Procurement Office regarding the potential conflict |
| Subcontractor Disclosures | | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Disclosures & Conflicts of Interest form of Subcontractor(s) |
| Subcontractor –Conflicts of Interest | | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Purchasing Officer Letter or email to designated individual regarding potential conflict |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Conflict of Interest form signed by all parties |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Letter from Legal Office regarding the potential conflict |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

CONTRACT*

YES N/A

- | | | |
|-------------------------------------|--------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Copy of Executed Contract |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Copy of all documentation presented to the Committees |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Finalized Council Committee Minutes |
| <input type="checkbox"/> | <input type="checkbox"/> | Other: _____ |

MISCELLANEOUS FILE*

YES N/A

- | | | |
|-------------------------------------|-------------------------------------|---------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Local Preference Form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | New Mexico Residence Form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Veterans Exemption |
| <input type="checkbox"/> | <input type="checkbox"/> | Other: _____ |

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

PROTEST (If applicable)*

- | YES | N/A | |
|--------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Documentation from protester filed with the Purchasing Office |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Letter from Department to Purchasing Office Providing response to protest |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Letter from Purchasing Officer to protester and Department on final outcome |
| <input type="checkbox"/> | <input type="checkbox"/> | Other: _____ |

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

- | YES | N/A | |
|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Original proposal (s) with no redactions |

Melissa D. Byers, Assistant City Clerk
Department Rep Printed Name and Title

Melissa D. Byers
Department Rep Signature attesting that all information included

EVALUATION SCORES

STENOGRAPHIC SERVICES FOR CITY COMMITTEES

'15/16/P

Written Evaluation

RFP Submittals	Melessia Helburg & Associates	Carl G. Boaz, Inc.	Charmaine Clair	Elizabeth Martin & Associates	Francis Lucero Transcription Services	Stenography Services	Linda Vigil
Melissa Byers	1000	860	760	850	870	930	685
Geralyn Cardenas	985	860	725	870	955	965	755
Yolanda Vigil	1000	895	830	870	885	895	720
Total	2985	2615	2315	2590	2710	2790	2160

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 Carl G. Boaz, Inc. (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. Appear at meetings, scheduled through the City Clerk; operate and maintain electronic recording equipment, produce and preserve a recoverable audio record of the verbal proceedings of all meetings covered; take a stenographic or speed writing record of proceedings during the progress of a meeting; and have the ability to read back, when requested, verbatim comments of involved parties. The Contractor shall provide a qualified substitute to fulfill such requirements in the absence of the Contractor. This shall be done at the Contractor's sole expense and the Contractor shall notify the City Clerk's Office of a substitute.

B. Accurately transcribe meeting records in the form of minutes in a cogent, articulate and comprehensive form to preserve a complete, accurate and legally sufficient record of conduct of all meetings. Transcriptions with an original signature of the Transcriber shall be submitted to the City Clerk no later than eight (8) working days following each meeting with the exception of Paragraph H., herein. *An electronic version of the minutes will be accepted on the eighth day; however payment will not be made until the original transcription with original signature is submitted to the City Clerk.* Working days as used herein shall mean Monday through Friday, excluding legal holidays.

Verbatim transcriptions may be required when requested by the City Clerk. The Contractor shall provide a qualified substitute to fulfill such requirements in the event the Contractor is unable to perform. This shall be done at the Contractor's sole expense.

C. Attend meetings at all hours of the work day, including evening and night meetings. Some weekend work may be required. The Contractor must furnish reliable personal transportation in order to attend required meetings wherever the location.

D. Any approved additions or corrections to the minutes shall be made by the Contractor and submitted to the City Clerk's Office.

E. In addition to the transcriptions submitted, the Contractor shall provide the approved minutes by E-Mail or on a high-density disk (Microsoft Word compatible) to the City Clerk's office for placement on the City of Santa Fe's Web page. Failure to include the transcriptions with an original signature and the e-mailed copy will result in a delay of payment.

F. Provide duplicate copies of meeting tapes at the request of the City Clerk.

G. Prepare an index for each set of minutes.

H. Submit Public Works Committee minutes to the City Clerk, no later than 12:00 noon of the fourth (4th) day following the Public Works Committee meeting. Upon request by the City Clerk, submit Planning Commission and Historic Districts Review Board minutes to the City Clerk, no later than 12:00 noon of the fifth (5th) day following the aforementioned meetings. Contractor shall retain audio recordings of these meetings for 60 days following the approval date of minutes.

I. At the Contractor's expense, obtain status as a Notary Public for the State of New Mexico prior to execution of this Agreement, *if assigned to Quasi-Judicial hearings*.

J. Obtain a Federal Tax ID number, New Mexico CRS number and local business license prior to execution of this Agreement.

K. Provide Deliverable Products as follows:

(1) The Contractor shall deliver the products required in the above sections in accordance with the stated provisions. The City Clerk will verify the acceptance of submitted products in order to ensure that the products meet the specifications agreed to in this Agreement.

(2) All submitted products will be reviewed by the City Clerk to determine whether or not the products are acceptable. The City reserves the right to request replacement services and products for damaged goods, goods that do not meet minimum requirements, or goods that do not appear to be correct.

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 seventeen thousand dollars (\$17,000.00), plus applicable

gross receipts taxes. Payment shall be made for services actually rendered at a rate of twenty five dollars and fifty cents (\$25.50) per hour.

B. The total amount of this Agreement shall be broken down as follows:

(1) A seventy dollar (\$70.00) appearance fee for each meeting, for appearing at and electronically recording and note taking of meetings. For meetings in excess of three hours in length, Contractor shall be paid a rate of twenty-two dollars (\$22.00) per additional hour;

(2) An hourly rate of twenty-five dollars (\$25.00) per hour for transcribing the minutes of said meetings;

(3) An hourly rate of twenty-five dollars (\$25.00) per hour for verbatim transcripts;

(4) An hourly rate of twenty dollars (\$20.00) for dubbing tapes, plus the actual cost of the tapes; and

(5) In addition to the rates provided for in Article 3:

(a) An additional five dollars (\$5.00) per hour for transcribing the Public Works Committee minutes for submittal to the City no later than 12:00 noon of the fourth (4th) day following the Public Works Committee meeting.

(b) An additional five dollars (\$5.00) per hour for transcribing the Planning Commission and Historic Districts Review Board and minutes for submittal to the City no later than 12:00 noon of the fifth (5th) day following the aforementioned meetings.

C. 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.

D. 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. Failure to include the transcriptions with an original signature and the e-mailed copy will result in a delay of payment.

E. 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

This Agreement shall be effective when signed by the City and terminate on June 30, 2016 unless terminated sooner pursuant to Article 6 below. The term of this Agreement may be extended for an additional period of three (3) years, not to exceed four (4) years, by a written amendment in accordance with the terms of this Agreement.

6. TERMINATION

This Agreement may be terminated by the City upon 60 days written notice to the Contractor.

A. 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.

B. 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.

C. 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 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:
City Clerk's Office
P.O. Box 909
Santa Fe, New Mexico 87504

Contractor:
Carl G. Boaz, Inc.
4517 Samara Road NW
Albuquerque, NM 87120-5257

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

CONTRACTOR:
CARL G. BOAZ, INC.

By: _____
CARL G. BOAZ

CRS #02-968743-00-08
City of Santa Fe Business
Registration #15-111372

APPROVED AS TO FORM:

MDM 7/28
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR RODRIGUEZ, DIRECTOR
FINANCE DEPARTMENT

Business Unit/Line Item: 12006.510300



**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 Carl G. Boaz, Inc.

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$17,000.00

Termination Date: June 30, 2016

Approved by Council Date: _____

or by City Manager Date: _____

Contract is for: Stenographic Services for City committees

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# 15/45/P Date: June 4, 2015
RFQ [] Date:
Sole Source [] Date:
Other

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

7 Funding Source: General Fund BU/Line Item: 12006.5103

8 Any out-of-the ordinary or unusual issues or concerns:
None
(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Melissa D. Byers

Phone # (505)955-6519

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:

Large empty rectangular box for 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 Charmaine Clair. (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. Appear at meetings, scheduled through the City Clerk; operate and maintain electronic recording equipment, produce and preserve a recoverable audio record of the verbal proceedings of all meetings covered; take a stenographic or speed writing record of proceedings during the progress of a meeting; and have the ability to read back, when requested, verbatim comments of involved parties. The Contractor shall provide a qualified substitute to fulfill such requirements in the absence of the Contractor. This shall be done at the Contractor's sole expense and the Contractor shall notify the City Clerk's Office of a substitute.

B. Accurately transcribe meeting records in the form of minutes in a cogent, articulate and comprehensive form to preserve a complete, accurate and legally sufficient record of conduct of all meetings. Transcriptions with an original signature of the Transcriber shall be submitted to the City Clerk no later than eight (8) working days following each meeting with the exception of Paragraph H., herein. *An electronic version of the minutes will be accepted on the eighth day; however payment will not be made until the original transcription with original signature is submitted to the City Clerk.* Working days as used herein shall mean Monday through Friday, excluding legal holidays.

Verbatim transcriptions may be required when requested by the City Clerk. The Contractor shall provide a qualified substitute to fulfill such requirements in the event the Contractor is unable to perform. This shall be done at the Contractor's sole expense.

C. Attend meetings at all hours of the work day, including evening and night meetings. Some weekend work may be required. The Contractor must furnish reliable personal transportation in order to attend required meetings wherever the location.

D. Any approved additions or corrections to the minutes shall be made by the Contractor and submitted to the City Clerk's Office.

E. In addition to the transcriptions submitted, the Contractor shall provide the approved minutes by E-Mail or on a high-density disk (Microsoft Word compatible) to the City Clerk's office for placement on the City of Santa Fe's Web page. Failure to include the transcriptions with an original signature and the e-mailed copy will result in a delay of payment.

F. Provide duplicate copies of meeting tapes at the request of the City Clerk.

G. Prepare an index for each set of minutes.

H. Submit Public Works Committee minutes to the City Clerk, no later than 12:00 noon of the fourth (4th) day following the Public Works Committee meeting. Upon request by the City Clerk, submit Planning Commission and Historic Districts Review Board minutes to the City Clerk, no later than 12:00 noon of the fifth (5th) day following the aforementioned meetings. Contractor shall retain audio recordings of these meetings for 60 days following the approval date of minutes.

I. At the Contractor's expense, obtain status as a Notary Public for the State of New Mexico prior to execution of this Agreement, *if assigned to Quasi-Judicial hearings.*

J. Obtain a Federal Tax ID number, New Mexico CRS number and local business license prior to execution of this Agreement.

K. Provide Deliverable Products as follows:

(1) The Contractor shall deliver the products required in the above sections in accordance with the stated provisions. The City Clerk will verify the acceptance of submitted products in order to ensure that the products meet the specifications agreed to in this Agreement.

(2) All submitted products will be reviewed by the City Clerk to determine whether or not the products are acceptable. The City reserves the right to request replacement services and products for damaged goods, goods that do not meet minimum requirements, or goods that do not appear to be correct.

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 eight thousand dollars (\$8,000.00), plus applicable gross

receipts taxes. Payment shall be made for services actually rendered at a rate of twenty five dollars and fifty cents (\$25.50) per hour.

B. The total amount of this Agreement shall be broken down as follows:

(1) A seventy dollar (\$70.00) appearance fee for each meeting, for appearing at and electronically recording and note taking of meetings. For meetings in excess of three hours in length, Contractor shall be paid a rate of twenty-two dollars (\$22.00) per additional hour;

(2) An hourly rate of twenty-five dollars (\$25.00) per hour for transcribing the minutes of said meetings;

(3) An hourly rate of twenty-five dollars (\$25.00) per hour for verbatim transcripts;

(4) An hourly rate of twenty dollars (\$20.00) for dubbing tapes, plus the actual cost of the tapes; and

(5) In addition to the rates provided for in Article 3:

(a) An additional five dollars (\$5.00) per hour for transcribing the Public Works Committee minutes for submittal to the City no later than 12:00 noon of the fourth (4th) day following the Public Works Committee meeting.

(b) An additional five dollars (\$5.00) per hour for transcribing the Planning Commission and Historic Districts Review Board and minutes for submittal to the City no later than 12:00 noon of the fifth (5th) day following the aforementioned meetings.

C. 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.

D. 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. Failure to include the transcriptions with an original signature and the e-mailed copy will result in a delay of payment.

E. 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

This Agreement shall be effective when signed by the City and terminate on June 30, 2016 unless terminated sooner pursuant to Article 6 below. The term of this Agreement may be extended for an additional period of three (3) years, not to exceed four (4) years, by a written amendment in accordance with the terms of this Agreement.

6. TERMINATION

This Agreement may be terminated by the City upon 60 days written notice to the Contractor.

A. 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.

B. 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.

C. 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 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:
City Clerk's Office
P.O. Box 909
Santa Fe, New Mexico 87504

Contractor:
Charmaine Clair
7515 Corte Plateada NW
Albuquerque, NM 87120

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

CONTRACTOR:
CHARMAINE CLAIR

By: _____
CHARMAINE CLAIR

CRS #02-39760-30-09
City of Santa Fe Business
Registration #15-127052

APPROVED AS TO FORM:

MBM *9/28*

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR RODRIGUEZ, DIRECTOR
FINANCE DEPARTMENT

Business Unit/Line Item: 12006.510300



**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 Charmaine Clair

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$8,000.00

Termination Date: June 30, 2016

Approved by Council Date: _____

or by City Manager Date: _____

Contract is for: Stenographic Services for City committees

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# 15/45/P Date: June 4, 2015

RFQ [] Date:

Sole Source [] Date:

Other

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

7 Funding Source: General Fund BU/Line Item: 12006.5103

8 Any out-of-the ordinary or unusual issues or concerns:
None
(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Melissa D. Byers

Phone # (505)955-6519

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:

Large empty rectangular box for 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 Elizabeth Martin & Associates (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. Appear at meetings, scheduled through the City Clerk; operate and maintain electronic recording equipment, produce and preserve a recoverable audio record of the verbal proceedings of all meetings covered; take a stenographic or speed writing record of proceedings during the progress of a meeting; and have the ability to read back, when requested, verbatim comments of involved parties. The Contractor shall provide a qualified substitute to fulfill such requirements in the absence of the Contractor. This shall be done at the Contractor's sole expense and the Contractor shall notify the City Clerk's Office of a substitute.

B. Accurately transcribe meeting records in the form of minutes in a cogent, articulate and comprehensive form to preserve a complete, accurate and legally sufficient record of conduct of all meetings. Transcriptions with an original signature of the Transcriber shall be submitted to the City Clerk no later than eight (8) working days following each meeting with the exception of Paragraph H., herein. *An electronic version of the minutes will be accepted on the eighth day; however payment will not be made until the original transcription with original signature is submitted to the City Clerk.* Working

days as used herein shall mean Monday through Friday, excluding legal holidays. Verbatim transcriptions may be required when requested by the City Clerk. The Contractor shall provide a qualified substitute to fulfill such requirements in the event the Contractor is unable to perform. This shall be done at the Contractor's sole expense.

C. Attend meetings at all hours of the work day, including evening and night meetings. Some weekend work may be required. The Contractor must furnish reliable personal transportation in order to attend required meetings wherever the location.

D. Any approved additions or corrections to the minutes shall be made by the Contractor and submitted to the City Clerk's Office.

E. In addition to the transcriptions submitted, the Contractor shall provide the approved minutes by E-Mail or on a high-density disk (Microsoft Word compatible) to the City Clerk's office for placement on the City of Santa Fe's Web page. Failure to include the transcriptions with an original signature and the e-mailed copy will result in a delay of payment.

F. Provide duplicate copies of meeting tapes at the request of the City Clerk.

G. Prepare an index for each set of minutes.

H. Submit Public Works Committee minutes to the City Clerk, no later than 12:00 noon of the fourth (4th) day following the Public Works Committee meeting. Upon request by the City Clerk, submit Planning Commission and Historic Districts Review Board minutes to the City Clerk, no later than 12:00 noon of the fifth (5th) day following the

aforementioned meetings. Contractor shall retain audio recordings of these meetings for 60 days following the approval date of minutes.

I. At the Contractor's expense, obtain status as a Notary Public for the State of New Mexico prior to execution of this Agreement, *if assigned to Quasi-Judicial hearings.*

J. Obtain a Federal Tax ID number, New Mexico CRS number and local business license prior to execution of this Agreement.

K. Provide Deliverable Products as follows:

(1) The Contractor shall deliver the products required in the above sections in accordance with the stated provisions. The City Clerk will verify the acceptance of submitted products in order to ensure that the products meet the specifications agreed to in this Agreement.

(2) All submitted products will be reviewed by the City Clerk to determine whether or not the products are acceptable. The City reserves the right to request replacement services and products for damaged goods, goods that do not meet minimum requirements, or goods that do not appear to be correct.

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 ten thousand dollars (\$10,000.00), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate of twenty five dollars and fifty cents (\$25.50) per hour.

B. The total amount of this Agreement shall be broken down as follows:

(1) A seventy dollar (\$70.00) appearance fee for each meeting, for appearing at and electronically recording and note taking of meetings. For meetings in excess of three hours in length, Contractor shall be paid a rate of twenty-two dollars (\$22.00) per additional hour;

(2) An hourly rate of twenty-five dollars (\$25.00) per hour for transcribing the minutes of said meetings;

(3) An hourly rate of twenty-five dollars (\$25.00) per hour for verbatim transcripts;

(4) An hourly rate of twenty dollars (\$20.00) for dubbing tapes, plus the actual cost of the tapes; and

(5) In addition to the rates provided for in Article 3:

(a) An additional five dollars (\$5.00) per hour for transcribing the Public Works Committee minutes for submittal to the City no later than 12:00 noon of the fourth (4th) day following the Public Works Committee meeting.

(b) An additional five dollars (\$5.00) per hour for transcribing the Planning Commission and Historic Districts Review Board and minutes

for submittal to the City no later than 12:00 noon of the fifth (5th) day following the aforementioned meetings.

C. 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.

D. 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. Failure to include the transcriptions with an original signature and the e-mailed copy will result in a delay of payment.

E. 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

This Agreement shall be effective when signed by the City and terminate on June 30, 2016 unless terminated sooner pursuant to Article 6 below. The term of this Agreement may be extended for an additional period of three (3) years, not to exceed four (4) years, by a written amendment in accordance with the terms of this Agreement.

6. TERMINATION

This Agreement may be terminated by the City upon 60 days written notice to the Contractor.

A. 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.

B. 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.

C. 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 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:
City Clerk's Office
P.O. Box 909
Santa Fe, New Mexico 87504

Contractor:
Elizabeth Martin & Associates
P.O. Box 321
Mendanales, NM 87548

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

CONTRACTOR:
ELIZABETH MARTIN & ASSOCIATES

By: _____
ELIZABETH MARTIN

CRS #03-325677-003
City of Santa Fe Business
Registration #15- _____

APPROVED AS TO FORM:

KAB 2/28
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR RODRIGUEZ, DIRECTOR
FINANCE DEPARTMENT

Business Unit/Line Item: 12006.510300



**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 Elizabeth Martin & Associates

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$10,000.00

Termination Date: June 30, 2016

Approved by Council Date: _____

or by City Manager Date: _____

Contract is for: Stenographic Services for City committees

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# 15/45/P Date: June 4, 2015

RFQ _____ Date: _____

Sole Source _____ Date: _____

Other _____

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

7 Funding Source: General Fund **BU/Line Item:** 12006.5103

8 Any out-of-the ordinary or unusual issues or concerns:
None
(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Melissa D. Byers

Phone # (505)955-6519

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 Frances Lucero Transcription Services (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. Appear at meetings, scheduled through the City Clerk; operate and maintain electronic recording equipment, produce and preserve a recoverable audio record of the verbal proceedings of all meetings covered; take a stenographic or speed writing record of proceedings during the progress of a meeting; and have the ability to read back, when requested, verbatim comments of involved parties. The Contractor shall provide a qualified substitute to fulfill such requirements in the absence of the Contractor. This shall be done at the Contractor's sole expense and the Contractor shall notify the City Clerk's Office of a substitute.

B. Accurately transcribe meeting records in the form of minutes in a cogent, articulate and comprehensive form to preserve a complete, accurate and legally sufficient record of conduct of all meetings. Transcriptions with an original signature of the Transcriber shall be submitted to the City Clerk no later than eight (8) working days following each meeting with the exception of Paragraph H., herein. *An electronic version of the minutes will be accepted on the eighth day; however payment will not be made until the original transcription with original signature is submitted to the City Clerk.* Working

days as used herein shall mean Monday through Friday, excluding legal holidays. Verbatim transcriptions may be required when requested by the City Clerk. The Contractor shall provide a qualified substitute to fulfill such requirements in the event the Contractor is unable to perform. This shall be done at the Contractor's sole expense.

C. Attend meetings at all hours of the work day, including evening and night meetings. Some weekend work may be required. The Contractor must furnish reliable personal transportation in order to attend required meetings wherever the location.

D. Any approved additions or corrections to the minutes shall be made by the Contractor and submitted to the City Clerk's Office.

E. In addition to the transcriptions submitted, the Contractor shall provide the approved minutes by E-Mail or on a high-density disk (Microsoft Word compatible) to the City Clerk's office for placement on the City of Santa Fe's Web page. Failure to include the transcriptions with an original signature and the e-mailed copy will result in a delay of payment.

F. Provide duplicate copies of meeting tapes at the request of the City Clerk.

G. Prepare an index for each set of minutes.

H. Submit Public Works Committee minutes to the City Clerk, no later than 12:00 noon of the fourth (4th) day following the Public Works Committee meeting. Upon request by the City Clerk, submit Planning Commission and Historic Districts Review Board minutes to the City Clerk, no later than 12:00 noon of the fifth (5th) day following the

above-mentioned meetings. Contractor shall retain audio recordings of these meetings for 60 days following the approval date of minutes.

I. At the Contractor's expense, obtain status as a Notary Public for the State of New Mexico prior to execution of this Agreement, *if assigned to Quasi-Judicial hearings*.

J. Obtain a Federal Tax ID number, New Mexico CRS number and local business license prior to execution of this Agreement.

K. Provide Deliverable Products as follows:

(1) The Contractor shall deliver the products required in the above sections in accordance with the stated provisions. The City Clerk will verify the acceptance of submitted products in order to ensure that the products meet the specifications agreed to in this Agreement.

(2) All submitted products will be reviewed by the City Clerk to determine whether or not the products are acceptable. The City reserves the right to request replacement services and products for damaged goods, goods that do not meet minimum requirements, or goods that do not appear to be correct.

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 seventeen thousand dollars (\$17,000.00), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate of twenty five dollars and fifty cents (\$25.50) per hour.

B. The total amount of this Agreement shall be broken down as follows:

(1) A seventy dollar (\$70.00) appearance fee for each meeting, for appearing at and electronically recording and note taking of meetings. For meetings in excess of three hours in length, Contractor shall be paid a rate of twenty-two dollars (\$22.00) per additional hour;

(2) An hourly rate of twenty-five dollars (\$25.00) per hour for transcribing the minutes of said meetings;

(3) An hourly rate of twenty-five dollars (\$25.00) per hour for verbatim transcripts;

(4) An hourly rate of twenty dollars (\$20.00) for dubbing tapes, plus the actual cost of the tapes; and

(5) In addition to the rates provided for in Article 3:

(a) An additional five dollars (\$5.00) per hour for transcribing the Public Works Committee minutes for submittal to the City no later than 12:00 noon of the fourth (4th) day following the Public Works Committee meeting.

(b) An additional five dollars (\$5.00) per hour for transcribing the Planning Commission and Historic Districts Review Board and minutes

for submittal to the City no later than 12:00 noon of the fifth (5th) day following the aforementioned meetings.

C. 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.

D. 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. Failure to include the transcriptions with an original signature and the e-mailed copy will result in a delay of payment.

E. 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

This Agreement shall be effective when signed by the City and terminate on June 30, 2016 unless terminated sooner pursuant to Article 6 below. The term of this Agreement may be extended for an additional period of three (3) years, not to exceed four (4) years, by a written amendment in accordance with the terms of this Agreement.

6. TERMINATION

This Agreement may be terminated by the City upon 60 days written notice to the Contractor.

A. 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.

B. 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.

C. 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 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:
City Clerk's Office
P.O. Box 909
Santa Fe, New Mexico 87504

Contractor:
Frances Lucero
29 Johnson Mesa
Santa Fe, NM 87508

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

CONTRACTOR:
FRANCES LUCERO
TRANSCRIPTION SERVICES

By: _____
FRANCES LUCERO

CRS #03-135494-00-7
City of Santa Fe Business
Registration #15-00120203

APPROVED AS TO FORM:

MDM *7/28*
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR RODRIGUEZ, DIRECTOR
FINANCE DEPARTMENT

Business Unit/Line Item: 12006.510300



**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 Frances Lucero Transcription Services

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$17,000.00

Termination Date: June 30, 2016

Approved by Council Date: _____

or by City Manager Date: _____

Contract is for: Stenographic Services for City committees

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# 15/45/P Date: June 4, 2015

RFQ _____ Date: _____

Sole Source _____ Date: _____

Other _____

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

7 Funding Source: General Fund **BU/Line Item:** 12006.5103

8 Any out-of-the ordinary or unusual issues or concerns:
None
(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Melissa D. Byers
Phone # (505)955-6519

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 Melessia Helberg & Associates (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. Appear at meetings, scheduled through the City Clerk; operate and maintain electronic recording equipment, produce and preserve a recoverable audio record of the verbal proceedings of all meetings covered; take a stenographic or speed writing record of proceedings during the progress of a meeting; and have the ability to read back, when requested, verbatim comments of involved parties. The Contractor shall provide a qualified substitute to fulfill such requirements in the absence of the Contractor. This shall be done at the Contractor's sole expense and the Contractor shall notify the City Clerk's Office of a substitute.

B. Accurately transcribe meeting records in the form of minutes in a cogent, articulate and comprehensive form to preserve a complete, accurate and legally sufficient record of conduct of all meetings. Transcriptions with an original signature of the Transcriber shall be submitted to the City Clerk no later than eight (8) working days following each meeting with the exception of Paragraph H., herein. *An electronic version of the minutes will be accepted on the eighth day; however payment will not be made until the original transcription with original signature is submitted to the City Clerk.* Working

days as used herein shall mean Monday through Friday, excluding legal holidays. Verbatim transcriptions may be required when requested by the City Clerk. The Contractor shall provide a qualified substitute to fulfill such requirements in the event the Contractor is unable to perform. This shall be done at the Contractor's sole expense.

C. Attend meetings at all hours of the work day, including evening and night meetings. Some weekend work may be required. The Contractor must furnish reliable personal transportation in order to attend required meetings wherever the location.

D. Any approved additions or corrections to the minutes shall be made by the Contractor and submitted to the City Clerk's Office.

E. In addition to the transcriptions submitted, the Contractor shall provide the approved minutes by E-Mail or on a high-density disk (Microsoft Word compatible) to the City Clerk's office for placement on the City of Santa Fe's Web page. Failure to include the transcriptions with an original signature and the e-mailed copy will result in a delay of payment.

F. Provide duplicate copies of meeting tapes at the request of the City Clerk.

G. Prepare an index for each set of minutes.

H. Submit Public Works Committee minutes to the City Clerk, no later than 12:00 noon of the fourth (4th) day following the Public Works Committee meeting. Upon request by the City Clerk, submit Planning Commission and Historic Districts Review Board minutes to the City Clerk, no later than 12:00 noon of the fifth (5th) day following the

aforementioned meetings. Contractor shall retain audio recordings of these meetings for 60 days following the approval date of minutes.

I. At the Contractor's expense, obtain status as a Notary Public for the State of New Mexico prior to execution of this Agreement, *if assigned to Quasi-Judicial hearings.*

J. Obtain a Federal Tax ID number, New Mexico CRS number and local business license prior to execution of this Agreement.

K. Provide Deliverable Products as follows:

(1) The Contractor shall deliver the products required in the above sections in accordance with the stated provisions. The City Clerk will verify the acceptance of submitted products in order to ensure that the products meet the specifications agreed to in this Agreement.

(2) All submitted products will be reviewed by the City Clerk to determine whether or not the products are acceptable. The City reserves the right to request replacement services and products for damaged goods, goods that do not meet minimum requirements, or goods that do not appear to be correct.

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 nineteen thousand dollars (\$19,000.00), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate of twenty five dollars and fifty cents (\$25.50) per hour.

B. The total amount of this Agreement shall be broken down as follows:

(1) A seventy dollar (\$70.00) appearance fee for each meeting, for appearing at and electronically recording and note taking of meetings. For meetings in excess of three hours in length, Contractor shall be paid a rate of twenty-two dollars (\$22.00) per additional hour;

(2) An hourly rate of twenty-five dollars (\$25.00) per hour for transcribing the minutes of said meetings;

(3) An hourly rate of twenty-five dollars (\$25.00) per hour for verbatim transcripts;

(4) An hourly rate of twenty dollars (\$20.00) for dubbing tapes, plus the actual cost of the tapes; and

(5) In addition to the rates provided for in Article 3:

(a) An additional five dollars (\$5.00) per hour for transcribing the Public Works Committee minutes for submittal to the City no later than 12:00 noon of the fourth (4th) day following the Public Works Committee meeting.

(b) An additional five dollars (\$5.00) per hour for transcribing the Planning Commission and Historic Districts Review Board and minutes

for submittal to the City no later than 12:00 noon of the fifth (5th) day following the aforementioned meetings.

C. 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.

D. 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. Failure to include the transcriptions with an original signature and the e-mailed copy will result in a delay of payment.

E. 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

This Agreement shall be effective when signed by the City and terminate on June 30, 2016 unless terminated sooner pursuant to Article 6 below. The term of this Agreement may be extended for an additional period of three (3) years, not to exceed four (4) years, by a written amendment in accordance with the terms of this Agreement.

6. TERMINATION

This Agreement may be terminated by the City upon 60 days written notice to the Contractor.

A. 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.

B. 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.

C. 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 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:
City Clerk's Office
P.O. Box 909
Santa Fe, New Mexico 87504

Contractor:
Melessia Helberg & Associates
P.O. Box 2776
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

CONTRACTOR:
MELESSIA HELBERG & ASSOCIATES

By MELESSIA HELBERG

CRS #020311232006
City of Santa Fe Business
Registration #15-00111947

APPROVED AS TO FORM:

ADM 7/28
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR RODRIGUEZ, DIRECTOR
FINANCE DEPARTMENT

Business Unit/Line Item: 12006.510300



**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 Melessia Helberg & Associates

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$19,000.00

Termination Date: June 30, 2016

Approved by Council Date: _____

or by City Manager Date: _____

Contract is for: Stenographic Services for City committees

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# 15/45/P Date: June 4, 2015
 RFQ _____ Date: _____
 Sole Source _____ Date: _____
 Other _____

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

7 Funding Source: General Fund **BU/Line Item:** 12006.5103

8 Any out-of-the ordinary or unusual issues or concerns:
None
 (Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Melissa D. Byers
 Phone # (505)955-6519

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 Stenography Services, Inc. (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. Appear at meetings, scheduled through the City Clerk; operate and maintain electronic recording equipment, produce and preserve a recoverable audio record of the verbal proceedings of all meetings covered; take a stenographic or speed writing record of proceedings during the progress of a meeting; and have the ability to read back, when requested, verbatim comments of involved parties. The Contractor shall provide a qualified substitute to fulfill such requirements in the absence of the Contractor. This shall be done at the Contractor's sole expense and the Contractor shall notify the City Clerk's Office of a substitute.

B. Accurately transcribe meeting records in the form of minutes in a cogent, articulate and comprehensive form to preserve a complete, accurate and legally sufficient record of conduct of all meetings. Transcriptions with an original signature of the Transcriber shall be submitted to the City Clerk no later than eight (8) working days following each meeting with the exception of Paragraph H., herein. *An electronic version of the minutes will be accepted on the eighth day; however payment will not be made until the original transcription with original signature is submitted to the City Clerk.* Working

days as used herein shall mean Monday through Friday, excluding legal holidays. Verbatim transcriptions may be required when requested by the City Clerk. The Contractor shall provide a qualified substitute to fulfill such requirements in the event the Contractor is unable to perform. This shall be done at the Contractor's sole expense.

C. Attend meetings at all hours of the work day, including evening and night meetings. Some weekend work may be required. The Contractor must furnish reliable personal transportation in order to attend required meetings wherever the location.

D. Any approved additions or corrections to the minutes shall be made by the Contractor and submitted to the City Clerk's Office.

E. In addition to the transcriptions submitted, the Contractor shall provide the approved minutes by E-Mail or on a high-density disk (Microsoft Word compatible) to the City Clerk's office for placement on the City of Santa Fe's Web page. Failure to include the transcriptions with an original signature and the e-mailed copy will result in a delay of payment.

F. Provide duplicate copies of meeting tapes at the request of the City Clerk.

G. Prepare an index for each set of minutes.

H. Submit Public Works Committee minutes to the City Clerk, no later than 12:00 noon of the fourth (4th) day following the Public Works Committee meeting. Upon request by the City Clerk, submit Planning Commission and Historic Districts Review Board minutes to the City Clerk, no later than 12:00 noon of the fifth (5th) day following the

aforementioned meetings. Contractor shall retain audio recordings of these meetings for 60 days following the approval date of minutes.

I. At the Contractor's expense, obtain status as a Notary Public for the State of New Mexico prior to execution of this Agreement, *if assigned to Quasi-Judicial hearings.*

J. Obtain a Federal Tax ID number, New Mexico CRS number and local business license prior to execution of this Agreement.

K. Provide Deliverable Products as follows:

(1) The Contractor shall deliver the products required in the above sections in accordance with the stated provisions. The City Clerk will verify the acceptance of submitted products in order to ensure that the products meet the specifications agreed to in this Agreement.

(2) All submitted products will be reviewed by the City Clerk to determine whether or not the products are acceptable. The City reserves the right to request replacement services and products for damaged goods, goods that do not meet minimum requirements, or goods that do not appear to be correct.

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 eleven thousand dollars (\$11,000.00), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate of twenty five dollars and fifty cents (\$25.50) per hour.

B. The total amount of this Agreement shall be broken down as follows:

(1) A seventy dollar (\$70.00) appearance fee for each meeting, for appearing at and electronically recording and note taking of meetings. For meetings in excess of three hours in length, Contractor shall be paid a rate of twenty-two dollars (\$22.00) per additional hour;

(2) An hourly rate of twenty-five dollars (\$25.00) per hour for transcribing the minutes of said meetings;

(3) An hourly rate of twenty-five dollars (\$25.00) per hour for verbatim transcripts;

(4) An hourly rate of twenty dollars (\$20.00) for dubbing tapes, plus the actual cost of the tapes; and

(5) In addition to the rates provided for in Article 3:

(a) An additional five dollars (\$5.00) per hour for transcribing the Public Works Committee minutes for submittal to the City no later than 12:00 noon of the fourth (4th) day following the Public Works Committee meeting.

(b) An additional five dollars (\$5.00) per hour for transcribing the Planning Commission and Historic Districts Review Board and minutes

for submittal to the City no later than 12:00 noon of the fifth (5th) day following the aforementioned meetings.

C. 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.

D. 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. Failure to include the transcriptions with an original signature and the e-mailed copy will result in a delay of payment.

E. 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

This Agreement shall be effective when signed by the City and terminate on June 30, 2016 unless terminated sooner pursuant to Article 6 below. The term of this Agreement may be extended for an additional period of three (3) years, not to exceed four (4) years, by a written amendment in accordance with the terms of this Agreement.

6. TERMINATION

This Agreement may be terminated by the City upon 60 days written notice to the Contractor.

A. 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.

B. 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.

C. 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 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:
City Clerk's Office
P.O. Box 909
Santa Fe, New Mexico 87504

Contractor:
Stenography Services, Inc.
P.O. Box 1046
Pecos, NM 87552

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

CONTRACTOR:
STENOGRAPHY SERVICES, INC.

By: _____
JO ANN G. VALDEZ

CRS #02-474696007
City of Santa Fe Business
Registration # _____

APPROVED AS TO FORM:

ADM *7/28*

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR RODRIGUEZ, DIRECTOR
FINANCE DEPARTMENT

Business Unit/Line Item: 12006.510300



**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 Stenography Services, Inc.

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$11,000.00

Termination Date: June 30, 2016

Approved by Council Date: _____

or by City Manager Date: _____

Contract is for: Stenographic Services for City committees

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# 15/45/P Date: June 4, 2015
 RFQ _____ Date: _____
 Sole Source _____ Date: _____
 Other _____

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

7 Funding Source: General Fund **BU/Line Item:** 12006.5103

8 Any out-of-the ordinary or unusual issues or concerns:
None
 (Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Melissa D. Byers
 Phone # (505)955-6519

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 Linda F. Vigil (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. Appear at meetings, scheduled through the City Clerk; operate and maintain electronic recording equipment, produce and preserve a recoverable audio record of the verbal proceedings of all meetings covered; take a stenographic or speed writing record of proceedings during the progress of a meeting; and have the ability to read back, when requested, verbatim comments of involved parties. The Contractor shall provide a qualified substitute to fulfill such requirements in the absence of the Contractor. This shall be done at the Contractor's sole expense and the Contractor shall notify the City Clerk's Office of a substitute.

B. Accurately transcribe meeting records in the form of minutes in a cogent, articulate and comprehensive form to preserve a complete, accurate and legally sufficient record of conduct of all meetings. Transcriptions with an original signature of the Transcriber shall be submitted to the City Clerk no later than eight (8) working days following each meeting with the exception of Paragraph H., herein. *An electronic version of the minutes will be accepted on the eighth day; however payment will not be made until the original transcription with original signature is submitted to the City Clerk.* Working days as used herein shall mean Monday through Friday, excluding legal holidays.

Verbatim transcriptions may be required when requested by the City Clerk. The Contractor shall provide a qualified substitute to fulfill such requirements in the event the Contractor is unable to perform. This shall be done at the Contractor's sole expense.

C. Attend meetings at all hours of the work day, including evening and night meetings. Some weekend work may be required. The Contractor must furnish reliable personal transportation in order to attend required meetings wherever the location.

D. Any approved additions or corrections to the minutes shall be made by the Contractor and submitted to the City Clerk's Office.

E. In addition to the transcriptions submitted, the Contractor shall provide the approved minutes by E-Mail or on a high-density disk (Microsoft Word compatible) to the City Clerk's office for placement on the City of Santa Fe's Web page. Failure to include the transcriptions with an original signature and the e-mailed copy will result in a delay of payment.

F. Provide duplicate copies of meeting tapes at the request of the City Clerk.

G. Prepare an index for each set of minutes.

H. Submit Public Works Committee minutes to the City Clerk, no later than 12:00 noon of the fourth (4th) day following the Public Works Committee meeting. Upon request by the City Clerk, submit Planning Commission and Historic Districts Review Board minutes to the City Clerk, no later than 12:00 noon of the fifth (5th) day following the aforementioned meetings. Contractor shall retain audio recordings of these meetings for 60 days following the approval date of minutes.

I. At the Contractor's expense, obtain status as a Notary Public for the State of New Mexico prior to execution of this Agreement, *if assigned to Quasi-Judicial hearings.*

J. Obtain a Federal Tax ID number, New Mexico CRS number and local business license prior to execution of this Agreement.

K. Provide Deliverable Products as follows:

(1) The Contractor shall deliver the products required in the above sections in accordance with the stated provisions. The City Clerk will verify the acceptance of submitted products in order to ensure that the products meet the specifications agreed to in this Agreement.

(2) All submitted products will be reviewed by the City Clerk to determine whether or not the products are acceptable. The City reserves the right to request replacement services and products for damaged goods, goods that do not meet minimum requirements, or goods that do not appear to be correct.

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 eight thousand dollars (\$8,000.00), plus applicable gross

receipts taxes. Payment shall be made for services actually rendered at a rate of twenty five dollars and fifty cents (\$25.50) per hour.

B. The total amount of this Agreement shall be broken down as follows:

(1) A seventy dollar (\$70.00) appearance fee for each meeting, for appearing at and electronically recording and note taking of meetings. For meetings in excess of three hours in length, Contractor shall be paid a rate of twenty-two dollars (\$22.00) per additional hour;

(2) An hourly rate of twenty-five dollars (\$25.00) per hour for transcribing the minutes of said meetings;

(3) An hourly rate of twenty-five dollars (\$25.00) per hour for verbatim transcripts;

(4) An hourly rate of twenty dollars (\$20.00) for dubbing tapes, plus the actual cost of the tapes; and

(5) In addition to the rates provided for in Article 3:

(a) An additional five dollars (\$5.00) per hour for transcribing the Public Works Committee minutes for submittal to the City no later than 12:00 noon of the fourth (4th) day following the Public Works Committee meeting.

(b) An additional five dollars (\$5.00) per hour for transcribing the Planning Commission and Historic Districts Review Board and minutes for submittal to the City no later than 12:00 noon of the fifth (5th) day following the *aforementioned meetings*.

C. 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.

D. 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. Failure to include the transcriptions with an original signature and the e-mailed copy will result in a delay of payment.

E. 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

This Agreement shall be effective when signed by the City and terminate on June 30, 2016 unless terminated sooner pursuant to Article 6 below. The term of this Agreement may be extended for an additional period of three (3) years, not to exceed four (4) years, by a written amendment in accordance with the terms of this Agreement.

6. TERMINATION

This Agreement may be terminated by the City upon 60 days written notice to the Contractor.

A. 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.

B. 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.

C. 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 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:
City Clerk's Office
P.O. Box 909
Santa Fe, New Mexico 87504

Contractor:
Linda F. Vigil
69 Via Gertruditas Loop
Pecos, NM 87552

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

CONTRACTOR:
LINDA F. VIGIL

By: _____
LINDA F. VIGIL

CRS #03-132925-00-0
City of Santa Fe Business
Registration # _____

APPROVED AS TO FORM:

MDM *9/28*

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR RODRIGUEZ, DIRECTOR
FINANCE DEPARTMENT

Business Unit/Line Item: 12006.510300



**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 Linda F. Vigil

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$8,000.00

Termination Date: June 30, 2016

Approved by Council Date: _____

or by City Manager Date: _____

Contract is for: Stenographic Services for City committees

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# 15/45/P Date: June 4, 2015

RFQ _____ Date: _____

Sole Source _____ Date: _____

Other _____

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

7 **Funding Source:** General Fund **BU/Line Item:** 12006.5103

8 **Any out-of-the ordinary or unusual issues or concerns:**
None
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Melissa D. Byers

Phone # (505)955-6519

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: