

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 10/05/15
FOR CITY COUNCIL MEETING OF 10/14/15

ISSUE:

19. Request for Approval of a Resolution to Support Meow Wolf and Their Project, the House of Eternal Return and Efforts to Diversify the Economy, Revitalize an Economically Distressed Neighborhood and Provide a Unique Family Entertainment Option for Santa Fe. (Councilors Rivera and Lindell) (Zackary Quintero)
- A. Request for Approval of Professional Services Agreement – Workforce Development and Local Product Creation Services; Meow Wolf LLC. (Zackary Quintero)

Committee Review:

Economic Development Review Subcommittee (approved)	08/04/15
City Business Quality of Life Committee (postponed)	08/12/15
City Business Quality of Life Committee (approved)	09/09/15
City Council (scheduled)	09/30/15

Fiscal Impact – Yes (\$60,000 - funds are included in the approved budget for economic development in FY 2015/16)

FINANCE COMMITTEE ACTION:

Approved as Discussion item.

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

Direction to staff and take to City Council on November 10, 2015.

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

City of Santa Fe, New Mexico

LEGISLATIVE SUMMARY

Resolution No. 2015-__

Meow Wolf Support

SPONSOR(S): Councilors Rivera and Lindell

SUMMARY: The proposed resolution supports Meow Wolf and their project, The House of Eternal Return and efforts to diversify the economy, revitalize an economically distressed neighborhood and provide a unique family entertainment option for Santa Fe.

PREPARED BY: Rebecca Seligman, Legislative Liaison Assistant

FISCAL IMPACT: Yes

DATE: September 23, 2015

ATTACHMENTS: Resolution
Amendment
FIR

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2015-___
Meow Wolf Support

Mayor and Members of the City Council:

I propose the following amendment(s) to Resolution No. 2015-___:

1. On page 2, *delete* lines 9-11, and *insert* in lieu thereof:

“WHEREAS Meow Wolf has created eighty (80) short term jobs in 2015 and will create thirty (30) full time and thirty-five (35) part time jobs in 2016; and

WHEREAS Meow Wolf will develop an online gift shop for local artists to sell their products and coordinate with local colleges to provide at least 20 internships; and”

Respectfully submitted,

City Staff

ADOPTED: _____

NOT ADOPTED: _____

DATE: _____

Yolanda Y. Vigil, City Clerk

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2015-____

INTRODUCED BY:

Councilor Christopher Rivera

Councilor Signe Lindell

A RESOLUTION

TO SUPPORT MEOW WOLF AND THEIR PROJECT, THE HOUSE OF ETERNAL RETURN AND EFFORTS TO DIVERSIFY THE ECONOMY, REVITALIZE AN ECONOMICALLY DISTRESSED NEIGHBORHOOD AND PROVIDE A UNIQUE FAMILY ENTERTAINMENT OPTION FOR SANTA FE.

WHEREAS, Santa Fe's economic development efforts have focused on diversifying the economy for more than a decade; and

WHEREAS, there is a need to attract and retain innovative talent in Santa Fe's economy; and

WHEREAS, bringing together artists and technology to develop products and expand Santa Fe's economy has been an explicit goal; and

WHEREAS, product development and patents are widely considered a measure of innovation in an economy; and

WHEREAS, Meow Wolf is a grass roots artist collective which has gained national attention for its interactive exhibitions in Santa Fe and throughout the country; and

1 **WHEREAS**, Meow Wolf will produce in central Santa Fe a unique, family entertainment
2 experience focused on art, imagination, and play which will give local and tourist families a much-
3 needed option of activity; and

4 **WHEREAS**, Meow Wolf will produce a family entertainment experience and cultural
5 attraction that will strengthen Santa Fe's standing in the art, technology and tourism industries; and

6 **WHEREAS**, through the development of this project Meow Wolf is bringing together artists,
7 developers, designers, musicians, filmmakers, writers and other creative workers to develop a large
8 scale interactive installation and experience; and

9 **WHEREAS**, Meow Wolf will create 80 short-term jobs between May and November, 2015
10 and 30 full-time, and 35 part time retainable jobs in the City of Santa Fe, beginning in November of
11 2015; and

12 **WHEREAS**, this family entertainment experience will be delivered at an affordable cost for
13 all local Santa Fe families; and

14 **WHEREAS**, the Meow Wolf project is an important force in revitalizing an economically
15 distressed area of town including a 33,000 sq. ft. building and 2.7 acre lot of land on Rufina Circle;
16 and

17 **WHEREAS**, Meow Wolf will offer hands-on arts education opportunities in a central area of
18 town that is easily accessible by families that live in all four city districts; and

19 **WHEREAS**, the project brings together artistic designers with computer programmers and
20 digital fabrication tools to create a product development and prototyping facility capable of
21 manufacturing exportable products from Santa Fe; and

22 **WHEREAS**, Meow Wolf will offer high-tech job training and usage of digital fabrication
23 tools (CNC Router, Laser Cutter, 3D Printer, etc.) to employees and the community at large, and

24 **WHEREAS**, the facility's outdoor space will be a venue for hosting community events that
25 will bring surrounding, diverse Santa Feans together; and

1 WHEREAS, Meow Wolf will offer open venue space for music events and live performance
2 to better support an ecosystem of creative development in the performing arts.

3 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
4 **CITY OF SANTA FE** recognizes the economic importance of the Meow Wolf project and shall
5 allocate up to \$60,000 of funds to the project for the following economic development services:

- 6 1. Employment and skill development of a minimum of 40 individuals
- 7 2. High-tech training on digital fabrication tools
- 8 3. A minimum of 20 internship opportunities for SFUAD and other students
- 9 4. Online gift shop for local products
- 10 5. A minimum of 25 products in some stage of development and prototyping to end up as
11 exportable products
- 12 6. A minimum of six patent applications
- 13 7. Opening to the public of an interactive family oriented attraction

14 PASSED, APPROVED, and ADOPTED this ____ day of _____, 2015.

15
16 _____
17 JAVIER M. GONZALES, MAYOR

18 ATTEST:

19
20 _____
21 YOLANDA Y. VIGIL, CITY CLERK

22 APPROVED AS TO FORM:

23 
24 _____
25 KELLEY A. BRENNAN, CITY ATTORNEY

M/Legislation/Resolutions 2015/Meow Wolf support

**City of Santa Fe
Fiscal Impact Report (FIR)**

This Fiscal Impact Report (FIR) shall be completed for each proposed bill or resolution as to its direct impact upon the City's operating budget and is intended for use by any of the standing committees of and the Governing Body of the City of Santa Fe. Bills or resolutions with no fiscal impact still require a completed FIR. Bills or resolutions with a fiscal impact must be reviewed by the Finance Committee. Bills or resolutions without a fiscal impact generally do not require review by the Finance Committee unless the subject of the bill or resolution is financial in nature.

Section A. General Information

(Check) Bill: _____ Resolution: X

(A single FIR may be used for related bills and/or resolutions)

Short Title(s): A RESOLUTION TO SUPPORT MEOW WOLF AND THEIR PROJECT, THE HOUSE OF ETERNAL RETURN AND EFFORTS TO DIVERSIFY THE ECONOMY, REVITALIZE AN ECONOMICALLY DISTRESSED NEIGHBORHOOD AND PROVIDE A UNIQUE FAMILY ENTERTAINMENT OPTION FOR SANTA FE.

Sponsor(s): Councilors Rivera and Lindell

Reviewing Department(s): Housing and Community Development Department

Persons Completing FIR: Kate Noble Date: 8/3/15 Phone: 955-6915

Reviewed by City Attorney: Villy A. Brennan Date: 8/4/15
(Signature)

Reviewed by Finance Director: [Signature] Date: 8-4-2015
(Signature)

Section B. Summary

Briefly explain the purpose and major provisions of the bill/resolution:

The proposed resolution supports Meow Wolf project, The House of Eternal Return and efforts to diversify the economy, revitalize an economically distressed neighborhood and provide a unique family entertainment option for Santa Fe.

Section C. Fiscal Impact

Note: Financial information on this FIR does not directly translate into a City of Santa Fe budget increase. For a budget increase, the following are required:

- a. The item must be on the agenda at the Finance Committee and City Council as a "Request for Approval of a City of Santa Fe Budget Increase" with a definitive funding source (could be same item and same time as bill/resolution)
- b. Detailed budget information must be attached as to fund, business units, and line item, amounts, and explanations (similar to annual requests for budget)
- c. Detailed personnel forms must be attached as to range, salary, and benefit allocation and signed by Human Resource Department for each new position(s) requested (prorated for period to be employed by fiscal year)*

1. Projected Expenditures:

a. Indicate Fiscal Year(s) affected – usually current fiscal year and following fiscal year (i.e., FY 03/04 and FY 04/05)

b. Indicate: "A" if current budget and level of staffing will absorb the costs
"N" if new, additional, or increased budget or staffing will be required

c. Indicate: "R" – if recurring annual costs
"NR" if one-time, non-recurring costs, such as start-up, contract or equipment costs

d. Attach additional projection schedules if two years does not adequately project revenue and cost patterns

e. Costs may be netted or shown as an offset if some cost savings are projected (explain in Section 3 Narrative)

Finance Director: [Signature]

_____ Check here if no fiscal impact

Column #:	1	2	3	4	5	6	7	8
	Expenditure Classification	FY 2015/16	"A" Costs Absorbed or "N" New Budget Required	"R" Costs Recurring or "NR" Non-recurring	FY _____	"A" Costs Absorbed or "N" New Budget Required	"R" Costs - Recurring or "NR" Non-recurring	Fund Affected

Personnel*	\$ _____	_____	_____	\$ _____	_____	_____	_____	_____
Fringe**	\$ _____	_____	_____	\$ _____	_____	_____	_____	_____
Capital Outlay	\$ _____	_____	_____	\$ _____	_____	_____	_____	_____
Land/ Building	\$ _____	_____	_____	\$ _____	_____	_____	_____	_____
Professional Services	\$60,000	_____	_____	\$ _____	_____	_____	_____	_____
All Other Operating Costs	\$ _____	_____	_____	\$ _____	_____	_____	_____	_____
Total:	\$60,000	_____	_____	\$ _____	_____	_____	_____	_____

* Any indication that additional staffing would be required must be reviewed and approved in advance by the City Manager by attached memo before release of FIR to committees. **For fringe benefits contact the Finance Dept.

2. Revenue Sources:

- a. To indicate new revenues and/or
- b. Required for costs for which new expenditure budget is proposed above in item 1.

Column #:	1	2	3	4	5	6
	Type of Revenue	FY 2015-16	"R" Costs Recurring or "NR" Non-recurring	FY _____	"R" Costs - Recurring or "NR" Non-recurring	Fund Affected

_____	\$60,000	NR	\$ _____	_____	Economic Development Fund (22116.510340)
_____	\$ _____	_____	\$ _____	_____	_____
_____	\$ _____	_____	\$ _____	_____	_____
Total:	\$60,000	NR	\$ _____	_____	_____

3. Expenditure/Revenue Narrative:

Explain revenue source(s). Include revenue calculations, grant(s) available, anticipated date of receipt of revenues/grants, etc. Explain expenditures, grant match(s), justify personnel increase(s), detail capital and operating uses, etc. (Attach supplemental page, if necessary.)

Economic Development Fund – Business unit 22116-line item 510340. The funds for this resolution are included in the approved budget for economic development in FY 2015/16

Section D. General Narrative

1. Conflicts: Does this proposed bill/resolution duplicate/conflict with/companion to/relate to any City code, approved ordinance or resolution, other adopted policies or proposed legislation? Include details of city adopted laws/ordinance/resolutions and dates. Summarize the relationships, conflicts or overlaps.

None staff is aware of

2. Consequences of Not Enacting This Bill/Resolution:

Are there consequences of not enacting this bill/resolution? If so, describe.

If this resolution is not enacted, the high technology fabrication training, internship opportunities, development of new patents and the opening of an innovative interactive family entertainment facility in Santa Fe would be delayed and there would be a reduced capacity for product development.

3. Technical Issues:

Are there incorrect citations of law, drafting errors or other problems? Are there any amendments that should be considered? Are there any other alternatives which should be considered? If so, describe.

No

4. Community Impact:

Briefly describe the major positive or negative effects the Bill/Resolution might have on the community including, but not limited to, businesses, neighborhoods, families, children and youth, social service providers and other institutions such as schools, churches, etc.

This project will generate positive economic and social impacts to the City. Meow Wolf will invigorate the Siler Road area of the City which is an economically disadvantaged area of Santa Fe. Meow Wolf will provide cutting edge family entertainment, create jobs of artists, develop innovative patents and provide fabrication training for Santa Fe area residents. They will train 40 individuals, create 20 internships, develop 28 exportable products, and register six patents. They will also provide family entertainment to families and satisfy a need identified in the Southwest Planning Initiative in 2011.



DATE: November 10, 2015

TO: City Council

VIA: Kate Noble, Acting Director of Housing and Community Development

FROM: Zackary Quintero, Economic Development Division

RE: Meow Wolf Professional Service Agreement

KW
KW for ZAQ

Background:

A resolution has been introduced and is going through the approval process, it specifies that it will: "support Meow Wolf and their project the House of Eternal Return." In order to achieve transparency and process efficiency, staff has developed a professional services agreement (PSA) with Meow Wolf, LLC to accompany the resolution through the approval process.

The service outlined in the PSA have been procured through a sole source procurement process and notification was posted for thirty days. As noted within the resolution "bringing together Santa Fe's artists and technology sector is an explicit goal of economic development." Specifically, the resolution states that Meow Wolf will "bring together artistic designers with computer programmers to create a facility capable of manufacturing and exporting products from Santa Fe." This resolution and contract are consistent with the City's Economic Development goals as outlined in the Economic Development Plan.

Item and Issue:

Under the PSA, Meow Wolf will provide the following services to the City and will be paid according to completion of the phases outlined in the PSA and with detailed invoices and reports for services rendered submitted to the Economic Development Division. The professional service agreement runs through to June 30, 2016.

Services:

- Employment and skill development of Santa Fe labor force.
- Recruitment and training of interns from local colleges.
- Providing an online platform for local artists to sell their products.
- Developing and exporting local products from Santa Fe.
- Applying and securing patents for local artists and Meow Wolf designs.
- Providing an economic impact study of jobs created, wages paid, and GRT generated.

The contract includes the following minimum benchmarks:

- Hire and train 40 individuals in high tech and digital fabrication. The 40 individuals hired. must be employed at a minimum of 30 hours per week for a minimum of 20 weeks.
- Host 20 internships with an emphasis on local colleges. The internships must allow. transferable credits and must equal a minimum of 120 hours.
- Create and maintain an online gift shop that features a minimum of 30 locally created products.
- Export and sell 28 products outside Santa Fe.
- Apply for a minimum of 6 patents

The quarterly report for each service can be found in appendix A. The PSA has been approved by the Economic Development Review Sub-Committee (EDRC), the Business and Quality of Life Committee (BQL), and the Finance Committee. Funding will be allocated from business unit 22116 and line item 510340.

CITY OF SANTA FE OTHER METHOD PROCUREMENT CHECKLIST

Contractor Name: Meow Wolf, LLC

Procurement Title: Provide workforce development and local product creation services.

Other Methods: State Price Agreement Cooperative Sole Source Exempt Other

Department Requesting/Staff Member Housing & Community Development - Zack Quintero

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 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 type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input checked="" type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

Zackary Quintero
 Department Rep Printed Name and Title:

[Signature]
 Department Rep Signature attesting that all information included

[Signature] 11/6/15
 Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR OTHER METHOD FILE*

YES	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input type="checkbox"/>	Sole source Request and Determination Form
<input type="checkbox"/>	<input type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input type="checkbox"/>	Purchasing Officers approval of exempt procurement
<input type="checkbox"/>	<input type="checkbox"/>	Copies of all Sole Source submittals

*

Other: _____

AWARD*

YES N/A

Fully executed Memo to Committees from the Department with recommendation of award
 Other: _____

CONTRACT*

YES N/A

Copy of Executed Contract
 Copy of all documentation presented to the Committees
 Finalized Council Committee Minutes
 Other: _____

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

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

Department Rep Printed Name and Title

Department Rep Signature attesting that all information included

SOLE SOURCE REQUEST AND DETERMINATION FORM

This form must be forwarded to the Purchasing Officer for the City of Santa Fe Purchasing Office for processing.

Date:

Prepared By:

Title:

Vendor Name:

Address:

City:

State:

Zip Code:

Description of Good/Service to be Procured:

Workforce training on high-tech digital fabrication tools. Local product development including products unique enough to be patented.

Estimated Cost:

Term of Contract:

1. Explain why this is the only available source that can be meet the needs of your department.

Meow Wolf is a unique organization in Santa Fe and the project the House of Eternal Return represents some powerful possibilities for workforce development and local product creation. Because of this, two city councilors have sponsored a resolution to support Meow Wolf and the project. The workforce development and product creation activities desired are at a size, scale and in specialized areas. Because of the nature of the project and the workforce, is Meow Wolf in a unique position to provide these activities.

2. Explain why this vendor is the only available source from which to obtain this product of service.

X

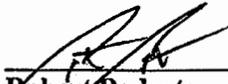
Other reason, please explain in full. Attach additional sheets, if necessary.

This requires an organization at a scale to provide training and employment 60 people in Santa Fe. It also requires creation of 25 local products and a minimum of six patent applications. The House of Eternal Return has an estimated project budget of more than two million dollars and as a unique, experiential art installation with many different types of display/installation. The team is generating products and innovations which can transition into exportable products and patents. This is aided by the employee base which consists of engineers, coders, and many types of artists.

Meow Wolf, LLC also has access to unique machinery such as 3-D printers, lasers, and technology based manufacturing. Many of these tools are not readily available in Santa Fe and the opportunity to train workers on these advanced technologies will enhance the skills available in the local workforce. The project brings together artists and advanced technology, a combination long recognized as important for Santa Fe's economy, but hard to make an on the ground reality. The combination of these two sectors in pursuit of a clearly defined project represents an opportunity to evolve Santa Fe's creative economy to a new level.

Approvals:

Based on the above facts, the Purchasing Office has made the determination that the justification for the Sole Source procurement is in accordance with Section 13-1-126, NMSA 1978 and will be posted for a 30-day period prior to award.


 _____ 10/6/15
 Robert Rodarte Date
 Purchasing Officer

Pursuant to Section 13-1-126, NMSA 1978, the 30-day posting period of the Notice of Intent to Award this Sole Source request was met and no obligation to the award to the above referenced contractor were received. This Sole Source determination will be valid for a period of one (1) year from the date of the award.


 _____ 11/6/15
 Robert Rodarte Date
 Purchasing Director
 City of Santa Fe

Required Attachments:

- *Letter from Contractor, if applicable
- *Agenda Item to be presented to City Council if over \$50,000 for Professional Services and \$50,000 for Goods and Non-Professional Services

Welcome Shirley
Update | Logout

- Home
- Administration»»
- Archive Center
- Pages Content»»
- Purchasing»»
- Transparency»»
- Website Sections»»
- View Site
- Logout

Edit Bid/RFP: Workforce training on high-tech digital fabrication tools. Local product development including products unique enough to be pate

There are errors that need correction below

Bid/RFP Status: *

Bid/RFP Number: * #

Title: *

Bid/RFP Categories: *

Open Date: *

Close Date: *

Close Time: *

Project Manager Name:

Project Manager Email:

Project Manager Contact Info:

Submittal Info:

City of Santa Fe

Description:

Path: p

Update Uploaded Files

- 50 MB maximum file size for upload
- Click the Edit icon to edit file data or mark for deletion

Edit
Meow Wolf, LLC [113.9 K]

Delete

Title: *

Upload Files

- 50 MB maximum file size for upload
- Allowed file types: doc, docx, gif, jpg, pdf, png, xls, xlsx, zip

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 Meow Wolf LLC. (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

A. Program Services: The Contractor shall provide workforce development and local product creation services. Each phase below can be met or completed concurrently.

B. Program Deliverables: The Contractor shall deliver the following:

(1) Phase 1:

(a) Employment and skill development of 40 individuals employed for 10 weeks at a minimum of 30 hours per week, in addition to initiation of 20 internships . Skill development includes but is not limited to: computer programming and digital fabrication tools.

(b) Continued employment of 40 individuals for an additional 10 weeks (20 weeks total and a minimum of 24,000 hours of paid employment total) and completion of 20 internships which include transferable

credit hours and consists of a minimum of 120 hours of work experience.

(2) Phase 2:

(a) Twenty (20) people trained with skills to use fabrication tools.

(b) Three(3)exportable products, to be sold outside of Santa Fe, which are market ready.

(3) Phase 3

(a) Report on skill development of workers (both full time staff and interns). Update must detail the skillsets developed by recently trained workers and interns.

(b) A minimum of 3 patents applied for.

(4) Phase 4:

(a) Creation of an online gift shop of local products. This shall include a minimum of 30 locally created products by the Contractor upon launch.

(b) An additional 25 products to be sold outside of Santa Fe must be in some stage of development and/or prototyping.

(5) Phase 5:

(a) A minimum of six patent

applications submitted and the opening of an interactive, family oriented attraction.

(b) Final economic impact analysis to be done by an independent party. This shall include, but is not limited to: wages paid, jobs created, GRT generated.

C. Reporting:

Reports shall be delivered for each phase according to the metrics outlined in Appendix A. These shall include but are not limited to:

(1) Documenting skill development for each worker in technology, digital art, and media training (e.g. cnc, laser, 3d printing). The Contractor shall report the number of employee hours completed to date, provide a breakdown of those hours (e.g. training and job type) and the specific skillsets being developed.

(2) Internship details for each individual including school enrolled in, credit hours, wages paid and next steps for the individual at the completion of the internship.

(3) Documentation of all locally created products and their market value. This also includes products that have been exported and or sold outside of Santa Fe.

2. STANDARD OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

A. The City shall pay to the Contractor a sum not to exceed sixty thousand dollars (\$60,000), inclusive of gross receipts taxes. Payment shall be made according to the following:

(1) A sum of ten thousand dollars (\$10,000) for the deliverables of Phase 1 subsection a.

(2) A sum of ten thousand dollars (\$10,000) for the deliverables of Phase 1 subsection b.

(3) A sum of five thousand dollars (\$5,000) for the deliverables of Phase 2 subsection a.

(4) A sum of five thousand dollars (\$5,000) for the deliverables of Phase 2 subsection b.

(5) A sum of five thousand dollars (\$5,000) for the deliverables of Phase 3 subsection a.

(6) A sum of five thousand dollars (\$5,000)
for the deliverables of Phase 3 subsection b

(7) A sum of five thousand dollars (\$5,000)
for the deliverables of Phase 4 subsection a.

(8) A sum of five thousand dollars (\$5,000)
for the deliverables of Phase 4 subsection b

(9) A sum of five thousand dollars (\$5,000)
for the deliverables of Phase 5 subsection a.

(10) A sum of five thousand dollars (\$5,000)
for the deliverables of Phase 5 subsection b

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

C. Payment shall be made upon receipt of biweekly invoices and approval by the City. Invoices shall include short detailed statements containing a description of employment, products, and interns which shall include but i achievements and accomplishments of WIP participants. This is in addition to the quarterly and final reports indicating satisfactory progress towards deliverables of this Agreement.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient

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

5. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2016.

6. TERMINATION

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

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

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

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

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

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

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

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

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this

Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

9. CONFLICT OF INTEREST

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

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

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

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of

this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

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

13. INDEMNIFICATION

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

14. NEW MEXICO TORT CLAIMS ACT

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

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

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS AND AUDIT

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

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

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

20. NON-DISCRIMINATION

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

21. SEVERABILITY

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

22. NOTICES

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

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

Contractor:
Meow Wolf LLC
1352 Rufina Circle
Santa Fe, NM 87507

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:
MEOW WOLF LLC

APPROVED AS TO FORM:

By: _____
(Name & Title)

 _____ *9/16/15*
KELLEY A. BRENNAN,
CITY ATTORNEY

CRS # 03-310564-00-2
City of Santa Fe
Business
Registration # _____

APPROVED:

OSCAR RODRIGUEZ, DIRECTOR
FINANCE DEPARTMENT

22116.510340
BUSINESS UNIT/LINE ITEM

Appendix A

Quarterly Reports according to each phase outlined in the contract shall include, but are not limited to, the following information:

Phase 1:

a.) The contractor shall track individuals/employees trained and the following information:

Worker Number	Targeted Skills	Skill Level at Entry (1-10)	Hours of Training to Date & Paid Employment	Skill level at time of reporting (1-10)

b.) The contractor shall track interns and the following information:

Intern Number	Targeted Skills	Skill Level at Entry (1-10)	Hours of Training to Date	Skill Level at Time of Reporting (1-10)	Name of Students Institution	Academic Field/ Major of Student

Phase 2:

- Updated charts as per Phase 1 with continued reporting on progress.
- Description and relevant information for each of the 3 products:
 - Cost of production
 - Retail pricing
 - Where product is/will be sold

Phase 3:

- Updated charts as per Phase 1 with continued reporting on progress.
- Description of all 3 patents applied for and stage of or next/steps for application.

Phase 4:

- Evidence of an online gift shop
- Description of the 30 local products, including creator and pricing information.
- Description of 25 exportable products and relevant details, including:
 - Cost of production
 - Retail pricing
 - Where product is/will be sold

Phase 5

- Description of the 6 patents applied for and stage of or next/steps for application.
- Economic impact study completed by an independent contractor.



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 Meow Wolf LLC

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$60,000.00

Termination Date: June 30, 2016

Approved by Council Date: _____

or by City Manager Date: _____

Contract is for: Provide workforce development and local product creation services.

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# _____ Date: _____

RFQ [] _____ Date: _____

Sole Source [] _____ Date: _____

Other Resolution approval pending _____

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

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

8 Any out-of-the ordinary or unusual issues or concerns:
(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Jessica Sandoval

Phone # xt. 6334

10 Certificate of Insurance attached. (if original Contract) [x]

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.

