



**ACTION SHEET**  
**CITY COUNCIL COMMITTEE MEETING OF 05/27/15**  
**ITEM FROM FINANCE COMMITTEE MEETING OF 05/18/15**

<b>ISSUE:</b>			
37. Request for Approval of Professional Services Agreement – Summer Music Festival on the Plaza (RFP #12/16/P); Outside In. (Debra Garcia y Griego)			
<b>FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM</b>			
Requested approval of professional services agreement for Summer Music Festival on the Plaza (RFP #12/16/P) with Outside In for an amount not exceed \$50,000 inclusive of gross receipts tax.			
<b>FUNDING SOURCE: 22103.510300</b>			
<b>SPECIAL CONDITIONS OR AMENDMENTS</b>			
<b>STAFF FOLLOW-UP:</b>			
<b>VOTE</b>	<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAIN</b>
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

4-13-15

# City of Santa Fe, New Mexico

# memo

**DATE:** May 7, 2015  
**TO:** Finance Committee  
**VIA:** Randy Randall, Executive Director, TOURISM Santa Fe   
**FROM:** Debra Garcia y Griego, Director, Arts Commission 

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**ITEM & ISSUE:**

Request for approval of a Professional Services Agreement between the City of Santa Fe and Outside In for presentation of the 2015 Summer Bandstand series, July 7 to August 27, 2015 in the Amount of \$50,000.

**BACKGROUND AND SUMMARY:**

In February 2012, the City issued RFP # '12/16/P seeking a contractor to develop and present a summer music festival on the Plaza. The RFP allowed for renewal of the contract for up to three additional years. One response was received by the deadline. The responding proponent, Outside In. LLC, was recommended to perform the services. In March 2012, the City entered into a professional services agreement with Outside In for presentation of Summer Bandstand, with two additional renewals. The history of PSAs is as follows:

- FY 12/13, \$34,000
- FY 13/14, \$50,000
- FY 14/15, \$50,000
- FY 15/16, \$50,000 (Requested)

The current PSA is the fourth and final year of renewal under the RFP. Outside In has continued to expand and improve the Summer Bandstand series, therefore, it is recommended that contract be renewed for final year allowable under the RFP.

On March 27, 2013, by Resolution No 2013-29, the Governing Body designated \$50,000 in funding for the Summer Bandstand program. The requested Professional Services Agreement allocates the directed amount to the program inclusive of GRT. Funding is available in the current fiscal year budget of 22103.561850 in the amount of \$5,000, with the remaining \$45,000 requested in the FY 15/16 budget in 22103.510300.

**RECOMMENDED ACTION:**

Please approve the PSA with Outside In, LLC in the amount of \$50,000 for the 2015 Summer Bandstand program.

## CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Outside In

Procurement Title: Summer Music Festival on the Plaza 2012

Solicitation RFP/RFB#: 12/16/P

Other Methods: State Price Agreement  Cooperative  Sole Source  Exempt  Other

Department Requesting/Staff Member: Arts Commission/Debra Garcia y Griego

**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 and proposals, 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 procurement officer, setting forth the reasoning for the contract award decision before submitting to the Committees.*

**SOLICITATION\***

- | YES                                 | N/A                                 |  |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Project Beginning History (council requests etc)                             |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Budget Determination (FIR) attach  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Solicitation document (RFP, IFB),  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Screen print of legal solicitation published in newspapers, web sites, etc.: |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Screen print of addendum(s) published on the IPB/RFP:                        |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Pre-Bid/Pre-Offer Conference attendance sheet and other documents            |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | If canceled, screen print of cancellation of solicitation notice             |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Other: _____   |

**EVALUATION\***

- | YES                                 | N/A                                 |   |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Blank evaluation form   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Evaluator's names and profiles  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Evaluation procedures or evaluation instructions  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Conflict/Confidentiality Forms signed by all Evaluators, Technical Advisors, Reviewers, and any person who assists in regard to the bid/proposal, evaluation and/or award |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Bid or Offer opening sheet(s) (If RFP, then two offer opening sheets, one for technical and one for cost)   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Screen print of Bidder/Offeror's detailed information   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Responsiveness review sheet or other sheet documenting responsiveness for each Bidder/Offeror, attach requests for additional information to cure items                   |
| <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 Bidders/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"/> | Individual evaluations included for each RFP.   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Pricing evaluation  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Final overall evaluation matrix or summary of evaluator scores  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Other: _____  |

\*

**AWARD\***

YES    N/A

- Fully executed Memo to Committees from the Department with recommendation of award
- Winning proposal (this is a copy that has all confidential/proprietary information excluded)
- Screen print of Contract Award Notice
- Screen print of Award Notice published on agency website
- Email or notification sent to all Bidders/Offerors that award was made
- Waiver or "No Action Taken" from Procurement Office
- Correspondence with Procurement Office regarding waiver
- If IFB and not awarded to lowest responsive, responsible bidder; written explanation
- Other: \_\_\_\_\_

**DISCLOSURES**

YES    N/A

- Contractor Disclosures & Conflicts of Interest**
- Disclosures & Conflicts of Interest Form(s) (winning bidder(s)/offeror(s))
- Contractor –Conflicts of Interest**
- Purchasing Office Letter or e-mail to designated individual regarding potential conflict
- Conflict of Interest Form signed by all parties
- Letter from Procurement Office regarding the potential conflict
- Subcontractor Disclosures**
- Disclosures & Conflicts of Interest form of Subcontractor(s)
- Subcontractor –Conflicts of Interest**
- Purchasing Officer Letter or email to designated individual regarding potential conflict
- Conflict of Interest form signed by all parties
- Letter from Legal Office regarding the potential conflict
- Other: \_\_\_\_\_

**CONTRACT**

YES    N/A

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

**MISCELLANEOUS FILE\***

YES    N/A

- Local Preference Form
- New Mexico Residence Form
- Veterans Exemption
- Sole Source determination form approved by Procurement Officer
- Exempt determination memo approved by Procurement Officer
- 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

Documentation from protester filed with the Purchasing Office

Letter from Department to Purchasing Office Providing response to protest

Letter from Purchasing Officer to protester and Department on final outcome

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

Original bid(s) or proposal(s) with no redactions.

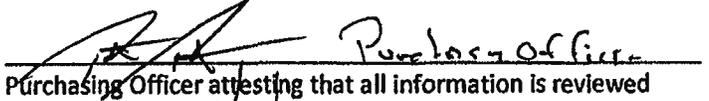
Documentation exempt - Proprietary, Confidential, Competitively Sensitive, or Trade Secret (i.e. e-mails, proposals, letters)

Debra Garcia y Griego, Director, Arts Commission

Department Rep Printed Name and Title



Department Rep Signature attesting that all information included

 Purchasing Officer  
attesting that all information is reviewed

5/8/15

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 Outside In (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

A. Develop and manage every aspect of presenting an eight week summer music festival of at least 66 concerts on the Plaza according to Exhibit "A" of this Agreement and in response to City RFP 12/16/P.

B. Manage and program the concerts so as to minimize impact on other music being presented in the Plaza area.

C. Handle all operational and administrative matters including, but not limited to, hiring musicians and sound technicians, making prompt payments to all personnel involved and producing all promotional materials and advertisements.

D. Monitor and control sound levels in communication with the City.

E. Secure all permits and comply with all ordinances, policies, procedures, etc. relevant to use of the Plaza, bandstand, parking, etc.

F. Promote and advertise the festival through the internet, newspapers, radio, posters and flyers.

G. Raise other funding and secure in-kind contributions as required to produce the music festival.

The City shall provide the following services for the Contractor:

A. Five (5) parking spaces with permits directly behind the Plaza bandstand for the purposes of load and unloading equipment and other items required for presentation of concerts. Value of permits is thirty dollars (\$30) a day per permit for thirty one (31) days for a total value of four thousand six hundred fifty dollars (\$4,650)

B. Fifteen (15) permits providing for parking in the Cathedral Park lot. Value of permits is forty seven dollars and fifty cents (\$47.50) a month for two months for a total of one thousand four hundred and twenty five dollars (\$1,425).

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.

C. The Contractor while under contract with the City shall be prompt, courteous and professional in all interactions with the public at all times.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed fifty thousand dollars (\$50,000), inclusive of applicable gross receipts taxes.

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

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

D. Payments shall be made as follows:

(1) Five thousand dollars (\$5,000) for startup and administrative costs for Santa Fe Bandstand.

(2) Five (5) payments of nine thousand dollars (\$9,000) shall be paid bi-weekly upon completion of the terms 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

This Agreement shall be effective when signed by the City and terminate on September 30, 2015, unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon 10 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 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 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 the amount required under the New Mexico Tort Claims Act.

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:

ARTS COMMISSION  
P.O. BOX 909  
SANTA FE, NM 87504-0909

Contractor:

OUTSIDE-IN  
P.O. BOX 5714  
SANTA FE, NM 87502

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

CITY OF SANTA FE:

CONTRACTOR:

\_\_\_\_\_  
JAVIER M. GONZALES, MAYOR

\_\_\_\_\_  
MICHAEL DELHEIM  
EXECUTIVE DIRECTOR

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

CRS # 02-451923-005  
City of Santa Fe Business  
Registration # 15-00004253

ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

M. Brennan 4/28/15  
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

\_\_\_\_\_  
OSCAR RODRIGUEZ, DIRECTOR  
FINANCE DEPARTMENT

22103.510300  
BUSINESS UNIT/LINE ITEM

# 2015 SANTA FE BANDSTAND CALENDAR

(8 weeks on the Plaza with 66 total performances, including 60 Plaza evening acts, 6 Plaza noon acts)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
Jun 2015 29 SANTA FE 2015 BANDSTAND	30	1	2	3	4	Aug 2015 JULY 4 <sup>th</sup> HOLIDAY
5	6	7	8	9	10	11
WEEK #1	NO SHOW	T.B.D. A Night of Cuban Street Music with SON COMO SON	T.B.D. NOON SHOW #1 THE RIFTERS SYD MASTERS MUSIC ON THE HILL	T.B.D. PARTIZANI BRASS RADIO LA CHUSMA	T.B.D. NOON SHOW #2 MALA MANA NOSOTROS FOLK ART MARKET	T.B.D. WHITE BUFFALO MANZANARES
12	13	14	15	16	17	18
WEEK #2	NO SHOW	T.B.D. THE ROOM OUTSIDE HUMMING HOUSE	T.B.D. NOON SHOW #3 TRACY WHITNEY NACHA MENDEZ MUSIC ON THE HILL	T.B.D. GLEEWOOD SCARLETT CORTEX	SF GOLDWORKS NOON SHOW #4 SOL FIRE LUMBRE DEL SOL MUSIC ON THE HILL	T.B.D. NMSA JAZZ ALLSTARS NOSOTROS
19	20	21	22	23	24	25
WEEK #3	NO SHOW	NM JAZZ FEST AGALU AFRICAN LANI STERN QUARTET	T.B.D. NOON SHOW #5 HIGHER GROUND PETER ROWAN MUSIC ON THE HILL	T.B.D. LOS MARTINEZ DOC GONZALES	SPANISH MARKET SET-UP	SPANISH MARKET
26	27	28	29	30	31	Notes:
WEEK #4	NO SHOW	T.B.D. POLYPHONY MARIMBA ZONGO JUNCTION	T.B.D. NOON SHOW #6 REDNECK BAND SIM BALKEY MUSIC ON THE HILL	T.B.D. BAILE ESPANOL ALEX MARYOL	GIRLS INC SET-UP	37 Shows in July (16 Plaza Nights + 6 Noon shows)

tabbles

**EXHIBIT**

A

# 2015 SANTA FE BANDSTAND 2015

(8 weeks on the Plaza with 66 total performances, including 60 Plaza evening acts, 6 Plaza noon acts)

← Jul 2015		~ August 2015 ~						Sep 2015 ▶	
Sun	Mon	Tue	Wed	Thu	Fri	Sat			
2	3	4	5	6	7	8			
WEEK #5	NO SHOW	AMERICAN JEW JUICE NEWTON NATIONAL NIGHT OUT	A Night of Salsa with EN-JOY	CACTUS TRACTOR THE NOMS CHAMBER MUSIC	SANTA FE CHILIS THE PLEASURE PILOTS CHAMBER MUSIC	BORIS McCUTCHEON JOE WEST & FRIENDS CHAMBER MUSIC	T.B.D.	T.B.D.	
9	10	11	12	13	14	15			
WEEK #6	NO SHOW	SFUAD CONTEMPORARY BILLY D & HOODOOS	BILL HEARNE MIKE HEARNE/SXSW	OPERA APPRENTICES WAGOGO CHAMBER MUSIC	RUMPFUNKTIOUS IMPULSE GROOVE FOUNDATION PLAZA CAR SHOW	SEAN HEALAN JAY BOY & ZENOBIA	T.B.D.	T.B.D.	
16	17	18	19	20	21	22			
WEEK #7	NO SHOW	BUSY MCCARROLL DAVINA & VAGBONDS	LARRY MITCHELL JOY HARIO	INDIAN MARKET SET-UP	INDIAN MARKET	INDIAN MARKET			
23	24	25	26	27	28	29			
WEEK #8	NO SHOW	MOON HAT THE STICKY	DAVID BERKELEY DETROIT LIGHTENING	Closing Night with JONO MANSON & FRIENDS					
30	31	<b>Notes:</b> 28 Shows in August (15 Plaza Nights)							



**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 Outside In

3 Complete information requested  Plus GRT  
 Inclusive of GRT

Original Contract Amount: \$50,000.00

Termination Date: September 30, 2015

Approved by Council Date: Pending

or by City Manager Date: \_\_\_\_\_

Contract is for: 2015 Summer Bandstand

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 \$ 34,000.00 of original Contract# 12-0151 Termination Date: 09/30/2012  
Reason: 2012 Summer Bandstand

Amount \$ 50,000.00 amendment # 13-0312 Termination Date: 09/30/2013  
Reason: 2013 Summer Bandstand

Amount \$ 50,000.00 amendment # 12-0095 Termination Date: 09/01/3014  
Reason: 2014 Summer Bandstand

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_  
Reason: \_\_\_\_\_

Total of Original Contract plus all amendments: \$ 184,000



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

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

RFP# 12/16/P Date: February 2, 2012

RFQ  \_\_\_\_\_ Date: \_\_\_\_\_

Sole Source  \_\_\_\_\_ Date: \_\_\_\_\_

Other \_\_\_\_\_

**6 Procurement History:** Last year of a 4 years.  
example: (First year of 4 year contract)

**7 Funding Source:** 1% Lodgers' Tax **BU/Line Item:** 22103.510300

**8 Any out-of-the ordinary or unusual issues or concerns:**  
Amount per Resolution No. 2013-29  
(Memo may be attached to explain detail.)

**9 Staff Contact who completed this form:** Debra Garcia y Griego

Phone # \_\_\_\_\_ -6707

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

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

- A. Develop and manage every aspect of presenting a ten week summer music festival of at least 90 concerts on the Plaza according to Exhibit "A" of this Agreement and in response to City RFP 12/16/P.
- B. Manage and program the concerts so as to minimize impact on other music being presented in the Plaza area.
- C. Handle all operational and administrative matters including, but not limited to, hiring musicians and sound technicians, making prompt payments to all personnel involved and producing all promotional materials and advertisements.
- D. Monitor and control sound levels in communication with the City.
- E. Secure all permits and comply with all ordinances, policies, procedures, etc. relevant to use of the Plaza, bandstand, parking, etc.
- F. Promote and advertise the festival through the internet, newspapers, radio, posters and flyers.
- G. Raise other funding and secure in-kind contributions as required to produce the music festival.

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.

C. The Contractor while under contract with the City shall be prompt, courteous and professional in all interactions with the public at all times.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed fifty thousand dollars (\$50,000), inclusive of applicable gross receipts taxes.

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

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

D. Payments shall be made as follows:

(1) Five thousand dollars (\$5,000) for startup and administrative costs for Santa Fe Bandstand.

(2) Five (5) payments of nine thousand dollars (\$9,000) shall be paid bi-weekly upon completion of the terms 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

This Agreement shall be effective when signed by the City and terminate on September 30, 2014, unless sooner pursuant to Article 6 below. This Agreement may be renewed for one (1) additional year upon agreement between Contractor and City.

6. TERMINATION

A. This Agreement may be terminated by the City upon 10 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) Compensation is not based upon hourly rates for services rendered, therefore the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

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 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 the amount required under the New Mexico Tort Claims Act.

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:

ARTS COMMISSION  
P.O. BOX 909  
SANTA FE, NM 87504-0909

Contractor:

OUTSIDE-IN  
P.O. BOX 5714  
SANTA FE, NM 87502

[THIS PAGE LEFT INTENTIONALL BLANK]

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

below.

CITY OF SANTA FE:

CONTRACTOR:

  
BRIAN K SNYDER, CITY MANAGER

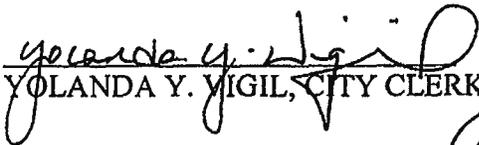
  
MICHAEL DELHEIM  
EXECUTIVE DIRECTOR

DATE: 2-10-14

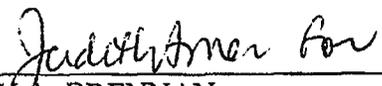
DATE: 2/11/14

CRS # 02-451923-005  
City of Santa Fe Business  
Registration # 14-00004253

ATTEST:

  
YOLANDA Y. VIGIL, CITY CLERK  
A.S.

APPROVED AS TO FORM:

  
KELLEY A. BRENNAN, INTERIM CITY ATTORNEY 1/30/14

APPROVED:

  
MARCOS TAPIA, DIRECTOR  
FINANCE DEPARTMENT 2/7/14

22103.510300 / 22103.561850  
BUSINESS UNIT/LINE ITEM

2014 SANTA FE BANDSTAND: PRELIMINARY SCHEDULE

Exhibit A

JUNE 2014							
Sun	Mon	Tue	Wed	Thu	Fri	Sat	
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	26	27	28	
29	30	NOTES: 14 Shows in June					

2014 SF Bandstand	2
* OPENING NIGHT*	
Evening Show : 6p-8:45p	2

# 2014 SANTA FE BANDSTAND: PRELIMINARY SCHEDULE

JULY 2014						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 WEEK #2 Evening Show : 6p-8:45p	2 WEEK #2 Noon Show: 12p – 1p Evening Show : 6p-8:45p	3 4 <sup>th</sup> OF JULY SET-UP	4 4 <sup>th</sup> OF JULY	5 WEEK #2 PLAZA CONTENTA Evening Show : 6p-8:30p 2
6	7 WEEK #3 Noon Show: 12p – 1p Evening Show : 6p-8:45p	8 WEEK #3 Evening Show : 6p-8:45p	9 WEEK #3 Noon Show: 12p – 1p Evening Show : 6p-8:45p	10 WEEK #3 Evening Show : 6p-8:30p	11 FOLK ART MARKET	12 WEEK #3 Evening Show : 6p-8:45p 2
13	14 WEEK #4 Noon Show: 12p – 1p Evening Show : 6p-8:45p (Chamber Music)	15 WEEK #4 Evening Show : 6p-8:45p	16 WEEK #4 Noon Show: 12p – 1p Evening Show : 6p-8:45p	17 WEEK #4 Evening Show : 6p-8:45p (Chamber Music)	18 WEEK #4 Evening Show : 6p-8:45p 2	19
20	21 WEEK #5 Noon Show: 12p – 1p Evening Show : 6p-8:45p (Chamber Music)	22 WEEK #5 Evening Show : 6p-8:45p	23 WEEK #5 Noon Show: 12p – 1p Evening Show : 6p-8:45p	24 WEEK #5 SPANISH MARKET SET-UP	25 SPANISH MARKET	26 WEEK #5 PLAZA CONTENTA Evening Show : 6p-8:30p 2
27	28 WEEK #6 Noon Show: 12p – 1p Evening Show : 6p-8:45p (Chamber Music)	29 WEEK #6 Evening Show : 6p-8:45p	30 WEEK #6 Noon Show: 12p – 1p Evening Show : 6p-8:45p	31 WEEK #6 Evening Show : 6p-8:45p (Chamber Music)	<b>NOTES:</b> 9 Noon Shows / 38 Evening Shows 51 Total Shows in July	

# 2014 SANTA FE BANDSTAND: PRELIMINARY SCHEDULE

AUGUST 2014						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				31 WEEK #6 Evening Show : 6p-8:30p (Chamber Music) 2	1 GIRLS, INC SET-UP	2 GIRLS, INC.
3	4 WEEK #7 Evening Show : 6p-8:30p (Chamber Music) 2	5 WEEK #7 Evening Show : 6p-8:30p 2	6 WEEK #7 Evening Show : 6p-8:30p 2	7 WEEK #7 Evening Show : 6p-8:30p (Chamber Music) 2	8	9 WEEK #7 PLAZA CONTENTA Evening Show : 6p-8:30p 2
10	11 WEEK #8 Evening Show : 6p-8:30p (Chamber Music) 2	12 WEEK #8 Evening Show : 6p-8:30p 2	13 WEEK #8 Evening Show : 6p-8:30p (Randy Forrester Day) 2	14 WEEK #8 Evening Show : 6p-8:30p (Chamber Music) 2	15	16 WEEK #8 Evening Show : 6p-8:30p 2
17	18 WEEK #9 Evening Show : 6p-8:30p 2	19 WEEK #9 Evening Show : 6p-8:30p 2	20 WEEK #9 Evening Show : 6p-8:30p 2	21 INDIAN MARKET SET-UP	22 INDIAN MARKET	23 WEEK #9 PLAZA CONTENTA Evening Show : 6p-8:30p 2
24	25 WEEK #10 Evening Show : 6p-8:30p 2	26 WEEK #10 Evening Show : 6p-8:30p 2	27 WEEK #10 Evening Show : 6p-8:30p 2	28 WEEK #10 Evening Show : 6p-8:30p 2	29 WEEK #10 * CLOSING NIGHT * Evening Show : 6p-8:30p 2	30 NOTES: 40 Shows in August 105 Total Shows





## 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 Outside In

3 Complete information requested  Plus GRT  
 Inclusive of GRT

Original Contract Amount: \$50,000.00

Termination Date: September 30, 2014

Approved by Council Date: \_\_\_\_\_

or by City Manager Date: \_\_\_\_\_

Contract is for: 2014 Summer Bandstand

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 \$ 50,000.00 of original Contract# \_\_\_\_\_ Termination Date: 09/30/2014

Reason: 2014 Summer Bandstand

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Total of Original Contract plus all amendments: \$ 45,000



**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 \_\_\_\_\_

6 Procurement History: 3rd year of 4 renewals under RFP 12/16/P  
example: (First year of 4 year contract)

7 Funding Source: 1% LT/Advertising & Prof Contracts BU/Line Item: 22103.510300/561850

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: Debra Garcia y Griego  
Phone # \_\_\_\_\_ -6653

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:

1 **CITY OF SANTA FE, NEW MEXICO**

2 **RESOLUTION NO. 2013-29**

3 **INTRODUCED BY:**

4  
5 Mayor Coss  
6 Councilor Bushee  
7 Councilor Wurzbarger  
8  
9

10 **A RESOLUTION**

11 **RELATING TO THE 2013/2014 BUDGET AND SUBSEQUENT FISCAL YEAR BUDGETS,**  
12 **SUBJECT TO AVAILABLE APPROPRIATIONS MADE BY THE GOVERNING BODY;**  
13 **AUTHORIZING THE DESIGNATION OF CONVENTION AND VISTOR BUREAU (CVB)**  
14 **FUNDS FOR AGREEMENTS THAT WILL PROMOTE TOURIST RELATED**  
15 **ATTRACTIONS, FACILITIES AND EVENTS WITH THE SANTA FE FIESTA COUNCIL,**  
16 **THE LENSIC AND THE SANTA FE BANDSTAND USING LODGERS' TAX PROCEEDS.**

17  
18 **WHEREAS,** pursuant to the Lodgers' Tax Act Sections 3-38-13 to 3-38-24 NMSA 1978,  
19 and the New Mexico Taxation and Revenue regulation 2.105.2.8 NMAC, the City of Santa Fe is  
20 authorized to adopt ordinances imposing occupancy tax for revenues on lodging establishments  
21 within municipal boundaries or within that part of the county outside of municipal boundaries; and

22 **WHEREAS,** the City has enacted it's Lodgers' Tax Ordinance SFCC 18-11 and collects and  
23 receives lodgers' tax; and

24 **WHEREAS,** eligible uses for the lodgers' tax proceeds include the promoting tourist-related  
25 attractions, facilities and events of the city and tourist facilities or attractions within the area; and

1           **WHEREAS**, the Santa Fe Fiesta Council, the Fiesta de Santa Fe, the Santa Fe Bandstand,  
2 and the Lensic are tourist-related events and/or tourist facilities and/or tourist attractions that need  
3 promotion by the City as detailed herein; and

4           **WHEREAS**, the Fiesta de Santa Fe has been annual New Mexico tradition since 1712 when  
5 the original Fiesta Proclamation was issued by the Santa Fe City Council; and

6           **WHEREAS**, the annual event brings together the community of Santa Fe, visitors from  
7 around New Mexico and our Country as well as international visitors; and

8           **WHEREAS**, the Santa Fe Fiesta Council has been, and continues to be, a not-for-profit  
9 organization whose only function and purpose is to be primarily responsible for Fiesta de Santa Fe,  
10 including securing funding for the annual event; and

11           **WHEREAS**, the Santa Fe Bandstand was founded in 2002 and since that time has become an  
12 essential part of an authentic “Summer in Santa Fe” experience- for locals and tourists alike; and

13           **WHEREAS**, many new and exciting changes are coming to the Bandstand this year,  
14 including:

- 15           • Expanded Bandstand season length, from seven weeks last year to over nine weeks this
- 16           year
- 17           • Selected Friday and Saturday Nights have been added to 2013 season schedule, allowing
- 18           more young families and working Santa Feans to come down to the Plaza in the evening
- 19           • More Programming Diversity – more types of music for more types of music lovers
- 20           • Live Premium Night Webcasting to a national audience

21           **WHEREAS**, the Lensic, Santa Fe’s Performing Arts Center, is recognized as a major tourist  
22 attraction and tourist facility and economic driver for the overall Santa Fe economy and particularly  
23 the downtown area; and

24           **WHEREAS**, the Lensic contributes to the overall reputation of Santa Fe as a cultural and arts  
25 tourism destination; and

1           **WHEREAS**, Fiesta de Santa Fe, Santa Fe Bandstand and the Lensic provide substantive  
2 programming that promotes tourism in Santa Fe and, therefore, enhances Santa Fe's economy; and

3           **WHEREAS**, the City's lodgers' tax funding is needed to be used for the promotion of tourist  
4 attractions and events related to the Fiesta de Santa Fe, Santa Fe Bandstand and the Lensic because  
5 such tourist attractions and tourist events draw tourists from around the Country and the globe which  
6 contributes to Santa Fe's economy and increases gross receipts tax revenues of the City which  
7 benefits all citizens of Santa Fe; and

8           **WHEREAS**, currently Fiesta de Santa Fe, Santa Fe Bandstand and the Lensic each receive  
9 funding in varying amounts that do not total \$50,000 each, on an annual basis through grants and  
10 contracts administered by the CVB and the Arts Commission.

11           **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**  
12 **CITY OF SANTA FE** that the Governing Body authorizes for the 2013/2014 budget and  
13 subsequent fiscal year budgets, subject to available appropriations made by the Governing Body, a  
14 set-aside designation of lodgers' tax funds for:

- 15           1.       An annual agreement with the Santa Fe Fiesta Council in a total amount of \$50,000  
16                    in lodgers' tax funds in return for in-kind services that equal or exceed \$50,000 in  
17                    total services provided by the Santa Fe Fiesta Council to the City. The Santa Fe  
18                    Fiesta Council shall use the funds for eligible uses of lodgers' tax proceeds in  
19                    accordance with the Lodgers' Tax Act and the New Mexico Taxation and Revenue  
20                    Department regulation 2.105.2.8 NMAC.
- 21           2.       An annual agreement with the Santa Fe Bandstand in a total amount of \$50,000 in  
22                    lodgers' tax funds in return for in-kind services that equal or exceed \$50,000 in total  
23                    services provided by the Santa Fe Bandstand to the City. The Santa Fe Bandstand  
24                    shall use the funds for eligible uses of lodgers' tax proceeds in accordance with the  
25                    Lodgers' Tax Act and the New Mexico Taxation and Revenue Department regulation

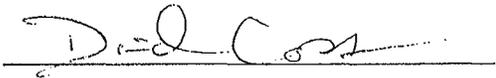
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2.105.2.8 NMAC.

3. An annual agreement with the Lencic in a total amount of \$50,000 in lodgers' tax funds in return for in-kind services that equal or exceed \$50,000 in total services provided by the Lencic to the City. The Lencic shall use the funds for eligible uses of lodgers' tax proceeds in accordance with the Lodgers' Tax Act and the New Mexico Taxation and Revenue Department regulation 2.105.2.8 NMAC.

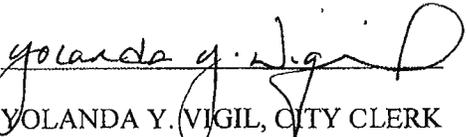
**BE IT FURTHER RESOLVED** that the funding designated in this resolution is intended to replace all future fiscal years' funding agreements and is effective beginning July 1, 2013."

PASSED, APPROVED, and ADOPTED this 27<sup>th</sup> day of March, 2013.

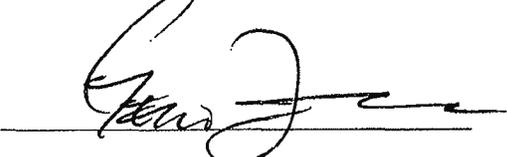


DAVID COSS, MAYOR

ATTEST:

  
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

  
GENO ZAMORA, CITY ATTORNEY

ITEM # 13-0312

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

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

- A. Develop and manage every aspect of presenting a nine week summer music festival of 82 concerts on the Plaza as stated in "Exhibit A" beginning June 21, 2013 and ending August 23, 2013
- B. Manage and program the concerts so as to minimize impact on other music being presented in the Plaza area.
- C. Handle all operational and administrative matters including, but not limited to, hiring musicians and sound technicians, making prompt payments to all personnel involved and producing all promotional materials and advertisements.
- D. Monitor and control sound levels in communication with the City.
- E. Secure all permits and comply with all ordinances, policies, procedures, etc. relevant to use of the Plaza, bandstand, parking, etc.
- F. Promote and advertise the festival through the internet, newspapers, radio, posters and flyers.
- G. Raise other funding and secure in-kind contributions as required to produce the music festival.

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.

C. The Contractor while under contract with the City shall be prompt, courteous and professional in all interactions with the public at all times.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed fifty thousand dollars (\$50,000), inclusive of applicable gross receipts taxes.

B. Payments shall be made as follows:

(1) Five thousand dollars (\$5,000) for start up and administrative costs for Santa Fe Bandstand.

(2) Five (5) payments of nine thousand (\$9,000) shall be paid bi-weekly upon completion of the terms of this Agreement.

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 and accepted by the City.

4. APPROPRIATIONS

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

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A. This Agreement may be terminated by the City upon 10 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) Compensation is not based upon hourly rates for services rendered, therefore the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

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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.

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9. CONFLICT OF INTEREST

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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:

ARTS COMMISSION  
P.O. BOX 909  
SANTA FE, NM 87504-0909

Contractor:

OUTSIDE IN  
P.O. BOX 5714  
SANTA FE, NM 87502

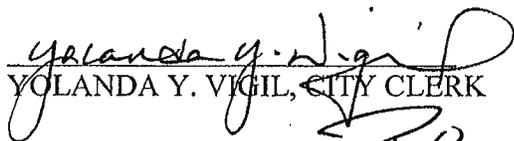
IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

  
ROBERT ROMERO, CITY MANAGER

DATE: 5.3.13

ATTEST:

  
YOLANDA Y. VIGIL, CITY CLERK  
P.O.

CONTRACTOR:  
OUTSIDE IN

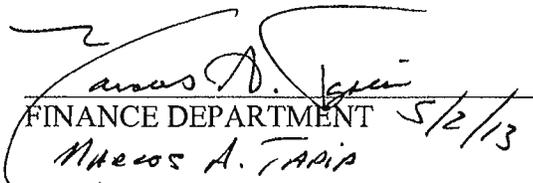
APPROVED AS TO FORM:

By:   
Michael Delheim  
EXECUTIVE DIRECTOR

  
GENO ZAMORA, CITY ATTORNEY  
4/5/13

CRS # 02-451923-005  
City of Santa Fe Business  
Registration # 13-00004253

APPROVED:

  
FINANCE DEPARTMENT 5/2/13  
Marcos A. TAPIA

22103.510300 and 22108.510300  
BUSINESS UNIT/LINE ITEM

# 2013 SANTA FE BANDSTAND: CONFIRMED SCHEDULE

JUNE 2013						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
					2013 SF Bandstand * OPENING NIGHT* Evening Show : 6p-8:30p  2	
23	24	25	26	27	28	29
	WEEK #1 Evening Show : 6p-8:30p  2	WEEK #1 Evening Show 6p-8:30p  2	WEEK #1 Evening Show : 6p-8:30p  2	WEEK #1 Evening Show 6p-8:30p  2		
30	<b>Notes: 10 shows in June</b>					

# 2013 SANTA FE BANDSTAND: CONFIRMED SCHEDULE

JULY 2013						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	
	WEEK #2 Evening Show : 6p-8:30p 2	WEEK #2 Evening Show : 6p-8:30p 2	4 <sup>th</sup> OF JULY SET-UP	4 <sup>th</sup> OF JULY		
7	8	9	10	11	12	13
	WEEK #3 Noon Show: 12p - 1p Evening Show : 6p-8:30p 3	WEEK #3 Evening Show : 6p-8:30p 2	WEEK #3 Noon Show: 12p - 1p Evening Show : 6p-8:30p 3	WEEK #3 Evening Show : 6p-8:30p 2	FOLK ART MARKET	WEEK #3 Evening Show : 6p-8:30p 2
14	15	16	17	18	19	20
FOLK ART MARKET	WEEK #4 Noon Show: 12p - 1p Evening Show : 6p-8:30p (Chamber Music) 3	WEEK #4 Evening Show : 6p-8:30p 2	WEEK #4 Noon Show: 12p - 1p Evening Show : 6p-8:30p 3	WEEK #4 Evening Show : 6p-8:30p (Chamber Music) 2		
21	22	23	24	25	26	27
	WEEK #5 Noon Show: 12p - 1p Evening Show : 6p-8:30p (Chamber Music) 3	WEEK #5 Evening Show : 6p-8:30p 2	WEEK #5 Noon Show: 12p - 1p Evening Show : 6p-8:30p 3	WEEK #5 Evening Show : 6p-8:30p (Chamber Music) 2	SPANISH MARKET	SPANISH MARKET
28	29	30	31	Notes: 44 Shows in July 8 Noon Shows / 36 Evening Shows		
SPANISH MARKET	WEEK #6 Noon Show: 12p - 1p Evening Show : 6p-8:30p (Chamber Music) 3	WEEK #6 Evening Show : 6p-8:30p 2	WEEK #6 Noon Show: 12p - 1p Evening Show : 6p-8:30p 3			

# 2013 SANTA FE BANDSTAND: CONFIRMED SCHEDULE

AUGUST 2013						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
4				1 WEEK #6 Evening Show : 6p-8:30p <i>(Chamber Music)</i> 2	2	3
5	WEEK #7 Evening Show : 6p-8:30p <i>(Chamber Music)</i> 2	WEEK #7 Evening Show : 6p-8:30p 2	WEEK #7 Evening Show : 6p-8:30p 2	WEEK #7 Evening Show : 6p-8:30p <i>(Chamber Music)</i> 2	WEEK #7 Evening Show : 6p-8:30p 2	10
11	WEEK #8 Evening Show : 6p-8:30p 2	WEEK #8 Evening Show : 6p-8:30p 2	WEEK #8 Evening Show : 6p-8:30p 2	WEEK #8 Evening Show : 6p-8:30p 2	16 INDIAN MARKET	17 INDIAN MARKET
18	INDIAN MARKET	WEEK #9 Evening Show : 6p-8:30p 2	WEEK #9 Evening Show : 6p-8:30p 2	WEEK #9 Evening Show : 6p-8:30p 2	23 2013 SF Bandstand * CLOSING NIGHT* Evening Show : 6p-8:30p	24
25	26	27	28	29	30	31 28 Shows in August 82 Total Shows

Current as of: January 28, 2013

# City of Santa Fe, New Mexico

# memo

**DATE:** February 28, 2012

**TO:** Robert Romero, City Manager  
**Attn:** Jim Bradbury, Executive Director, CVB *JB*  
**Attn:** Sabrina Pratt, Director, Executive Director, Arts Commission *SPratt*

**FROM:** Julie M. Bystrom, Project Specialist *JMB*

**ITEM AND ISSUE:**

The Convention and Visitors Bureau (CVB) and the Arts Commission propose to jointly renew a FY 11-12 and FY 12-13 contract with Outside-In to provide a summer music festival on the Plaza from July 5, 2012 – August 16, 2012.

**BACKGROUND AND SUMMARY:**

RFP # 12/16/P was issued in February of 2012 to request proposals for an organization that would present a summer music program on the Plaza. Outside-In was the successful proponent and was recommended for a contract to present the Santa Fe Bandstand program in 2012. Their contract includes a renewal clause, allowing renewal of up to three times.

This year's summer music festival program will occur on Monday through Thursday evenings from 6:00 pm to 8:30 pm and on every Tuesday and Thursday from noon to 1:30 pm. They will present "a mix of music featuring the various genres" and will also continue to involve performances of interest to children as was done last year, which helps to maximize family and community participation.

The proposed professional services agreement will be for 42 performance events at a cost of \$34,000 (inclusive of gross receipts tax) for the Santa Fe Bandstand. Funding for this contract will come from two sources. The Arts Commission will provide \$9,000 from the 1% Lodgers' Tax 22103.510300 and the CVB will provide \$25,000 from 22108.510300 in FY 12-13.

**RECOMMENDED ACTION**

Please consider approving this professional services agreement in the amount of \$34,000 to make the Santa Fe Bandstand on the Plaza and holiday music series programs possible.

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

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

A. Develop and manage every aspect of presenting a seven week summer music festival of 42 concerts on the Plaza to be held Monday through Wednesday evenings from 6:00 to 8:30 p.m.; and Monday and Wednesday from noon to 1:30 p.m. beginning July 5, 2012 and ending August 16, 2012.

B. Manage the concerts so that they do not conflict with other music being presented in the Plaza area.

C. Handle all operational and administrative matters including, but not limited to, hiring musicians and sound technicians, making prompt payments to all personnel involved and producing all promotional materials and advertisements.

D. Promote and advertise the festival through the internet, newspapers, radio, posters and flyers.

E. Raise other funding and secure in-kind contributions as required to produce the music festival.

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.

C. The Contractor while under contract with the City shall be prompt, courteous and professional in all interactions with the public at all times.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed thirty four thousand dollars (\$34,000), inclusive of applicable gross receipts taxes.

B. Payments shall be made as follows:

(1) Four thousand five dollars (\$4,500) for start up and administrative costs for Santa Fe Bandstand.

(2) Four (4) payments of seven thousand three hundred seventy five dollars (\$7,375) shall be paid bi-weekly upon completion of the terms of this Agreement.

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 and accepted by the City.

4. APPROPRIATIONS

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

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

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and terminate on September 30, 2012, unless sooner pursuant to Article 6 below. This Agreement may be renewed for up to three (3) additional years upon agreement between Contractor and City.

6. TERMINATION

A. This Agreement may be terminated by the City upon 10 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) Compensation is not based upon hourly rates for services rendered, therefore, the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

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 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 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.

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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

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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

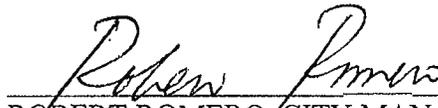
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City of Santa Fe:  
  
ARTS COMMISSION  
P.O. BOX 909  
SANTA FE, NM 87504-0909

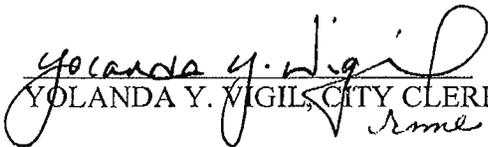
Contractor:  
  
OUTSIDE-IN  
P.O. BOX 5714  
SANTA FE, NM 87502

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

CITY OF SANTA FE:

  
\_\_\_\_\_  
ROBERT ROMERO, CITY MANAGER  
DATE: 3.8.12

ATTEST:

  
\_\_\_\_\_  
YOLANDA Y. VIGIL, CITY CLERK

CONTRACTOR:

By:   
David Lescht  
Executive Director

APPROVED AS TO FORM:

  
GENO ZAMORA, CITY ATTORNEY  
21

CRS # 02-451923-005  
City of Santa Fe Business  
Registration # 12-00004253

APPROVED:

  
DR. MELVIN L. MORGAN, DIRECTOR  
FINANCE DEPARTMENT  
*Melville*  
22103.510300 and 22108.510300  
BUSINESS UNIT/LINE ITEM



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/14/2012

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

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

<b>PRODUCER</b> RIO GRANDE INSURANCE SERVICES OF SANTA FE, INC 1231 S. ST. FRANCIS DR, STE A SANTA FE, NM 87505	<b>CONTACT NAME:</b> SAM LEVY, AGENT
	<b>PHONE (A/C, No., Ext.):</b> (505) 984-8216 <b>FAX (A/C, No.):</b> (505) 984-8238 <b>E-MAIL ADDRESS:</b> sam@riograndeins.com
<b>INSURED</b> DAVID LESCHT DBA OUTSIDE IN 1320 AGUA FRIA SANTA FE, NM 87501	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: ZURICH INSURANCE CO.
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

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

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

INER LTR	TYPE OF INSURANCE	ADDL SUBR INER WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	PPS 02663419	11/15/2011	11/15/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea. accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED \$      RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATU-TORY LIMITS      OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate holder is listed as an additional insured, but only as regards the negligence of the named insured.

<b>CERTIFICATE HOLDER</b> CITY OF SANTA FE PO BOX 909 SANTA FE, NM 87504	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Sam Levy, Agent, sam@riograndeins.com
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