



THE CITY OF SANTA FE  
ARTS COMMISSION

**CITY OF SANTA FE**  
**REQUEST FOR PROPOSALS**

**Category C: Lodgers' Tax for the Arts**  
for projects taking place between July 1, 2016 and June 30, 2017

**RFP #16/44/P**

**PROPOSAL DUE:**  
June 8, 2016  
2PM  
<http://santafenm.culturegrants.org>

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1. Sample Contract
2. Minimum Wage Ordinance

**REQUEST FOR PROPOSALS**

**PROPOSAL NUMBER '16/44/P**

Proposals will be received by the City of Santa Fe and shall be submitted online through <http://santafenm.culturegrants.org> **until 2:00 P.M. local prevailing time, June 8, 2016**. Any proposal received after this deadline will not be considered. This proposal is for the purpose of procuring professional services for the following:

**CATEGORY C: LODGERS' TAX FOR THE ARTS**

The proponent's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the proposal throughout, and they will be deemed to be included in the proposal document the same as though herein written out in full.

The City of Santa Fe is an Equal Opportunity Employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin. The successful proponent will be required to conform to the Equal Opportunity Employment regulations.

Proposals may be held for sixty (60) days subject to action by the City. The City reserves the right to reject any of all proposals in part or in whole. Proposal packets are available by contacting: Shirley Rodriguez, City of Santa Fe, Purchasing Office, 2651 Siringo Road, Building "H" Santa Fe, New Mexico, 87505, (505) 955-5711.

  
Robert Rodarte, Purchasing Officer

Received by the Santa Fe New Mexican Newspaper on: 05/10/16  
To be published on: 05/13/16

Received by the Albuquerque Journal Newspaper on: 05/10/16  
To be published on: 05/13/16

## PROPOSAL SCHEDULE

1. Advertisement/Issuance of RFP May13, 2016
2. Receipt of Proposals June 8, 2016  
**2 PM MST**  
Submitted online only through  
CultureGrants at  
<http://santafenm.culturegrants.org>
3. Evaluations of Proposals June 30, 2016
4. Arts Commission award recommendations Monday, July 5, 2016
5. Recommendation of Awards to Finance Committee Monday, July 18, 2016
6. Recommendations of awards to the City Council Wednesday, July 25, 2016
7. Effective date of contract July 1, 2016
8. Completion of Contract Year June 30, 2017

**DATES OF CONSIDERATION BY PANELS, COMMITTEES AND CITY MANAGER  
ARE TENTATIVE AND SUBJECT TO CHANGE WITHOUT NOTICE.**

## **INFORMATION FOR PROPONENTS**

### **1. RECEIPT OF PROPOSALS**

The City of Santa Fe (herein called "City"), invites firms to submit two copies of the proposal. Proposals will be received by the Purchasing Office, until 2:00 p.m. local prevailing time, June 8, 2016.

The packets shall be submitted and addressed to the Purchasing Office, at 2651 Siringo Road Bldg. "H" Santa Fe, New Mexico 87505. No late proposals will be accepted whether hand delivered, mailed or special delivery. Do not rely on "overnight delivery" without including some lead-time. "Overnight delivery" will be determined to be non-responsive if delivered late, no matter whose fault it was. It is recommended that extra days be included in the anticipated delivery date to ensure delivery is timely. The Purchasing Office is closed 12:00 p.m. to 1:00 p.m. The outside of the envelope should clearly indicate the following information:

Proposal number:                    '16/44/P  
Title of the proposal:   Lodgers' Tax for the Arts : Category C  
Name and address of the proponent:

Any proposal received after the time and date specified shall not be considered. No proposing firm may withdraw a proposal within 60 days after the actual date of the opening thereof.

### **2. PREPARATION OF PROPOSAL**

Vendors shall comply with all instructions and provide all the information requested. Failure to do so may disqualify your proposal. All information shall be given in ink or typewritten. Any corrections shall be initialed in ink by the person signing the proposal.

This request for proposal may be canceled or any and all proposals may be rejected in whole or in part, whenever the City of Santa Fe determines it is in the best interest of the city.

### **3. ADDENDA AND INTERPRETATIONS**

No oral interpretation of the meaning of any section of the proposal documents will be binding. Oral communications are permitted in order to make an assessment of the need for an addendum. Any questions concerning the proposal must be addressed prior to the date set for receipt of proposal.

Every request for such interpretation should be in writing addressed to, Purchasing Officer, 2651 Siringo Road Bldg. "H" Santa Fe, New Mexico, 87505 and to be given consideration must be received at least (5) days prior to the date set for the receiving of proposals.

Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the RFP, which if issued, will be delivered to all prospective firms not later than three days prior to the date fixed for the receipt of the proposals. Failure of any proposing firm to receive any such addenda or interpretations shall not relieve such firm from any obligation under their proposal as submitted. All addenda so issued shall become part of the contract documents.

The City reserves the right to not comply with these time frames if a critical addendum is required or if the proposal deadline needs to be extended due to a critical reason in the best interest of the City of Santa Fe.

**4. LAWS AND REGULATIONS**

The proposing firm's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the contract throughout. They will be deemed to be included in the contract the same as though herein written out in full.

**5. METHOD OF AWARD**

The proposal is to be awarded based on qualified proposals as per the enclosed rating system and at the discretion and consideration of the governing body of the City of Santa Fe. The selection committee may interview the top three rated proponents; however, contracts may be awarded without such interviews. At its discretion the city reserves the right to alter the membership or size of the selection committee. The City reserves the right to change the number of firms interviewed.

**6. COMPLIANCE WITH CITY'S MINIMUM WAGE RATE ORDINANCE (LIVING WAGE ORDINANCE)**

A copy of the City of Santa Fe Ordinance No. 2003-8, passed by the Santa Fe City Council on February 26, 2003 is attached. The proponent or bidder will be required to submit the proposal or bid such that it complies with the ordinance to the extent applicable. The recommended Contractor will be required to comply with the ordinance to the extent applicable, as well as any subsequent changes to the Ordinance throughout the term of this contract.

**7. PROTESTS AND RESOLUTIONS PROCEDURES**

Any proponent, offeror, or contractor who is aggrieved in connection with a procurement may protest to the Purchasing Officer. The protest must be in writing and submitted within fifteen (15) days and requirements regarding protest and resolution of protests are available from the Purchasing Office upon request.

## **SPECIAL CONDITIONS**

**1. GENERAL**

When the City's Purchasing Officer issues a purchase order document in response to the vendor's bid, a binding contract is created.

**2. ASSIGNMENT**

Neither the order, nor any interest therein, nor claim under, shall be assigned or transferred by the vendor, except as expressly authorized in writing by the City Purchasing Officer's Office. No such consent shall relieve the vendor from its obligations and liabilities under this order.

**3. VARIATION IN SCOPE OF WORK**

No increase in the scope of work of services or equipment after award will be accepted, unless means were provided for within the contract documents. Decreases in the scope of work of services or equipment can be made upon request by the city or if such variation has been caused by documented conditions beyond the vendor's control, and then only to the extent, as specified elsewhere in the contract documents.

**4. DISCOUNTS**

Any applicable discounts should be included in computing the bid submitted. Every effort will be made to process payments within 30 days of satisfactory receipt of goods or services. The City Purchasing Officer shall be the final determination of satisfactory receipt of goods or services.

**5. TAXES**

The price shall include all taxes applicable. The city is exempt from gross receipts tax on tangible personal property. A tax exempt certificate will be issued upon written request.

**6. INVOICING**

(A) The vendor's invoice shall be submitted in duplicate and shall contain the following information: invoice number and date, description of the supplies or services, quantities, unit prices and extended totals. Separate invoices shall be submitted for each and every complete order.

(B) Invoice must be submitted to ACCOUNTS PAYABLE and NOT THE CITY PURCHASING AGENT.

**7. METHOD OF PAYMENT**

Every effort will be made to process payments within 30 days of receipt of a detailed invoice and proof of delivery and acceptance of the products hereby contracted or as otherwise specified in the compensation portion of the contract documents.

**8. DEFAULT**

The City reserves the right to cancel all or any part of this order without cost to the City if the vendor fails to meet the provisions for this order, and except as otherwise provided

herein, to hold the vendor liable for any excess cost occasioned by the city due to the vendor's default. The vendor shall not be liable for any excess cost if failure to perform the order arises out of causes beyond the control and with the fault or negligence of the Vendor and these causes have been made known to the City of Santa Fe in written form within five working days of the vendor becoming aware of a cause which may create any delay; such causes include, but are not limited to, acts of God or the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above unless the city shall determine that the suppliers or services to be furnished by the sub-contractor are obtainable from other sources in sufficient time to permit the vendor to meet the required delivery schedule. The rights and remedies of the city are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.

**9. NON-DISCRIMINATION**

By signing this City of Santa Fe bid or proposal, the vendor agrees to comply with the Presidents Executive Order No. 11246 as amended.

**10. NON-COLLUSION**

In signing this bid or proposal, the vendor certifies they have not, either directly or indirectly, entered into action in restraint of full competition in connection with this bid or proposal submittal to the City of Santa Fe.

## **Eligibility for Lodgers' Tax for the Arts**

Funding for this programs is authorized by the City of Santa Fe Ordinance No. 1987-45, which earmarks a portion of the Lodgers' Tax for the "promotion and advertising of nonprofit attractions and nonprofit performing arts in Santa Fe." NMSA "Lodgers' Tax Act" (3-38-21) authorizes a municipality to use tax proceeds to defray costs of advertising, publicizing and promoting tourism attractions within the area. Therefore, **eligible organizations must play a role in promoting tourism and apply the funding received primarily towards the project's promotional, advertising and marketing costs.** All projects must take place between July 1, 2016 and June 30, 2017. Organizations may apply for funding through only one Arts Commission category.

### Organizational Eligibility

Potential applicants should carefully review the follow requirements to determine their eligibility. Applicant organizations must:

- Be Santa Fe-based organizations whose mission includes the arts will be funded.
- Be a federally recognized nonprofit with an IRS 501(c)3 status; OR a public agency (as defined in NMSA Section 11-1-1 or any county, state or education institution specified in Article 12, Section 11 of the NM Constitution).
- Have a State of New Mexico Incorporation Certificate as a domestic or foreign nonprofit corporation and be in good standing with the State.
- Have a current City of Santa Fe business registration number.
- Demonstrate annual organizational operating budget under \$1 million during the most recently completed fiscal year as evidenced by the IRS Form 990.

City of Santa Fe-operated programs are not eligible. Organizations who do not meet the above requirements may apply through a fiscal agent. As an organization, the fiscal agent must meet all eligibility requirements.

### Project Eligibility

- Projects must take place in the northern portion of Santa Fe county (i.e. Madrid/ Galisteo to northern boundary of county)
- Must support the presentation of artistic content to the public (i.e. performances, productions, exhibitions, art markets, fairs and festivals (i.e. indoor or outdoor community celebrations of the arts), and workshops or conferences); funds cannot support ancillary, non-arts program.
- Contract amount must be dollar-for-dollar in cash.

### What We Cannot Fund

The Arts Commission cannot fund certain projects and project elements. These include:

- Demonstration and master classes
- Scholarships and fellowships
- Closed subscription series
- Projects which are part of a post-secondary academic degree program
- Awards (ribbons, trophies, prizes, etc.)

- Deficits and debt reduction (including finance charges, loan fees, etc.)
- Meals, catering, lodging or transportation
- Capital expenses (including the purchase of equipment or real property, labor or materials costs for renovations, remodeling or new construction, etc.)
- Tuition assistance for college, university or other post-secondary formal course work
- Fund-raising (events, personnel, merchandise, invitations, etc.)

In many instances, the larger project budget or organizational budget may include some of these elements; however, Arts Commission funds cannot be applied toward these costs.

### **SCOPE OF SERVICES**

Organizations who receive contracts for funding shall provide the following services to the City:

- Promote and advertise nonprofit attractions and nonprofit performing arts in Santa Fe through the presentation and production of the project.
- Promote and market the project locally, regionally, nationally and/or internationally through media coverage and placements that emphasize target markets and demonstrate evidence of attracting audiences.
- Promote and market the City by utilizing the City’s arts logo and credit line on all printed promotional material related to the project.
- Improve marketing effectiveness by providing Santa Fe businesses with opportunities to tie-in to cultural events in Santa Fe by attracting audiences.
- Encourage the cultural development of Santa Fe by maintaining high standards of artistic excellence as demonstrated by an ongoing series of performances, exhibitions and/or services.
- Strengthen the position of the arts as an integral part of Santa Fe by aligning with one or more of the City’s Arts Commission’s policy planks.
- Demonstrate administrative competency through planning, quality programming and realistic budgeting.
- Provide a final report to the City providing statistical and demographic information about audience attendance and the results of the project.

### **CONTRACT AMOUNT AND REQUIREMENTS**

Organizations may request up to \$30,000 inclusive of GRT. The City reserves the right to award multiple contracts under this RFP.

Organizations receiving funding must comply with the following requirements. Potential applicants should carefully read through the requirements below to ensure they would be able to meet them if funded.

#### Matching Funds

Organizations must match the contract amount dollar-for-dollar in cash.

Funds from other City of Santa Fe sources cannot be used as a match for Arts Commission funds.

#### Credit Line and Logo

All organizations funded by the Arts Commission must display the Arts Commission's credit line logo on all printed and digital publicity, promotional and program materials related to the project. Failure to include the logo can result in the termination of the contract and the revocation of funding.

#### Reporting

Organizations will be required to provide statistical and demographic information about the project as well as qualitative assessment of the program. Ten percent of the total funding award will be withheld until acceptance of the final report by the Arts Commission. Organizations are required to submit reports online through CultureGrants at <http://santafenm.culturegrants.org>.

There are no exceptions to the reporting requirements. Failure to submit acceptable reports by the deadline will render an organization ineligible to apply for Arts Commission funding for a period of five (5) years from the due date of the report.

#### Evaluation

Organizations will be asked to provide a limited number of performance/event tickets to the Arts Commission for the purpose of evaluation and/or familiarity with the project.

#### Financial Records

Separate financial records related to the funded project must be maintained by the organization.

These records must be kept on file during the contract period and for a minimum of three fiscal years after the end of the contract. They are subject to local, state, and federal audits at any time.

#### Payment Requests

Payment is made after services are rendered. Partial payments may be requested. Staff reviews all requests before payments are made. Ten percent of the total contract amount is withheld until the project is completed and required reports have been submitted and approved.

## Evaluation and Criteria

The Arts Commission staff reviews all applications for eligibility and completeness. Then a Review Panel consisting of community representatives, field experts and the Arts Commission review all eligible applications.

All reviewers' scores are added together and then divided by the number of reviewers scoring the application. This score is then multiplied by 10. A minimum combined score of 80 points is necessary to be considered for funding in any category. Receiving the minimum score does not guarantee receipt of funding.

### Criteria

All applications are reviewed based on an established set of criteria. The criteria are weighted equally, based on a scale of 1 (low) to 5 (high).

#### **50% Evidence of attraction tourists**

*As demonstrated by:*

- Estimated size, diversity and geographic location of the audience
- Role of the project in advertising and promoting Santa Fe as a tourist destination
- Reasonable promotion and marketing plan; quality of marketing and promotional materials
- Estimated economic impact of project from direct and indirect expenditures; utilization of local artists /businesses

#### **25% Standards of administrative and artistic excellence**

*As demonstrated by:*

- Quality of artistic samples submitted
- Ability to foster the creation, production, presentation and awareness of the arts in Santa Fe
- Qualifications/backgrounds of artistic & administrative personnel
- Accuracy of the application materials; realistic project budget; financial stability

#### **25% Alignment with Policy Planks**

Applicants must indicate which Policy Plank(s) the project will address and then demonstrate the capacity to address it as follows:

- Youth Arts: Students have access to in-school and/or after school arts education programs.
- Creative Spaces: Promotes creative dialogue and exchange throughout the community
- Engagement: Outreach boosts participation in arts and cultural activities.

Using the scores and rankings as a guide, the Arts Commission makes funding recommendations. These recommendations are then forwarded to the appropriate bodies for approval. All awards are based on the availability of tax dollars and funding.

## Submittal Requirements

All applications are completed online through <http://santafenm.culturegrants.org/>. Please note that the City is not responsible for compatibility issues due to operating systems, platforms, programs or program versions.

Online submittals include:

- Applicant Information
- Narrative
- Promotion/Marketing Plan
- Financial Information/Project Budget
- Support Material: Bios, Board List, Organization Chart & History, IRS Exemption Letter, Incorporation Certificate, IRS Form 990, Artistic Samples, Other Samples
- Certification/Submission

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 (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. Advertise, publicize and promote Santa Fe as an arts center through presentation and production of the project described in Exhibit "A" attached hereto and incorporated by reference in response to RFP #16/ /P.
- B. Promote and advertise nonprofit attractions and nonprofit performing arts in Santa Fe through the presentation and production of the project.
- C. Promote and market the project locally, regionally, nationally and/or internationally through media coverage and placements that emphasize target markets and demonstrate evidence of attracting audiences.
- D. Promote and market the City by utilizing the City's arts logo and credit line on all printed promotional material related to the project.
- E. Improve marketing effectiveness by providing Santa Fe businesses with opportunities to tie-in to cultural events in Santa Fe by attracting audiences as demonstrated with statistical and demographic information about audience attendance.

F. Encourage the cultural development of Santa Fe by maintaining high standards of artistic excellence as demonstrated by an ongoing series of performances, exhibitions and/or services.

G. Strengthen the position of the arts as an integral part of Santa Fe by:  
(1) Providing cultural benefits and preserving the cultural identity of Santa Fe; and

(2) Providing access to all special constituencies

H. Demonstrate administrative competency through planning, quality programming and realistic budgeting.

I. Provide a final report to the City providing statistical and demographic information about audience attendance and the results of the project.

J. Provide a report to the City of the results of the advertising project.

2. STANDARD OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed      dollars (\$      ), 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, approval and acceptance by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

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

6. TERMINATION

A. This Agreement may be terminated by the City and the Contractor 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 based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

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

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

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

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

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

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

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

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

12. INSURANCE

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

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

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

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

### 13. INDEMNIFICATION

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

14. NEW MEXICO TORT CLAIMS ACT

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

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS AND AUDIT

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

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

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

20. NON-DISCRIMINATION

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

21. SEVERABILITY

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

22. MATCHING FUNDS

The Contractor may use the amount paid by the City pursuant to Article 3, herein, to meet matching requirements of federal or state government for the receipt of additional funds for those entities.

23. LOGO AND CREDIT LINE

A. The Contractor must include the City of Santa Fe Arts Commission logo on all printed publicity, promotion, and program materials applicable to this Agreement. In immediate proximity to the logo, the following credit line must be clearly visible and readable: "Partially funded by the City of Santa Fe Arts Commission and the 1% Lodgers' Tax."

B. Failure to provide the appropriate credit line and use of logo can result in termination of this Agreement.

24. 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:

Contractor:

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

\_\_\_\_\_  
NAME AND TITLE

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

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

CRS# \_\_\_\_\_  
City of Santa Fe Business  
Registration # \_\_\_\_\_

ATTEST:

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

APPROVED AS TO FORM:

   
\_\_\_\_\_  
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

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

22819.510400  
Business Unit Line Item



# City of Santa Fe Living Wage Ordinance

PURSUANT TO THE CITY OF SANTA FE  
LIVING WAGE ORDINANCE, SECTION 28-1 SFCC 1987  
EFFECTIVE MARCH 1, 2016 ALL WORKERS WITHIN THE  
CITY OF SANTA FE  
SHALL BE PAID A LIVING WAGE OF

**\$10.91**  
**PER HOUR**

## **Santa Fe's Living Wage**

-  The Santa Fe Living Wage Ordinance establishes minimum hourly wages.
-  The March Living Wage increase corresponds to the increase in the Consumer Price Index (CPI).
-  All employers required to have a business license or registration from the City of Santa Fe ("City") must pay at least the adjusted Living Wage to employees for all hours worked within the Santa Fe city limits.

## **Who is Required to Pay the Living Wage?**

-  The City to all full-time permanent workers employed by the City;
-  Contractors for the City, that have a contract requiring the performance of a service but excluding purchases of goods;
-  Businesses receiving assistance relating to economic development in the form of grants, subsidies, loan guarantees or industrial revenue bonds in excess of twenty-five thousand dollars (\$25,000) for the duration of the City grant or subsidy;
-  Businesses required to have a business license or registration from the City; and
-  Nonprofit organizations, except for those whose primary source of funds is from Medicaid waivers.
-  For workers who customarily receive more than one hundred dollars (\$100) per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited towards satisfaction of the Living Wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.