



Agenda

CITY CLERK'S OFFICE

DATE 7/29/15 TIME 4:17pm

SERVED BY Fabian Trujillo

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ECONOMIC DEVELOPMENT REVIEW SUB-COMMITTEE

City Hall
200 Lincoln Avenue

Councilors' Conference Room
Tuesday, August 4, 2015
4:00 pm

- I. PROCEDURES
 - A. Roll Call
 - B. Approval of Minutes
 - C. Approval of Agenda
- II. REPORTS (none)
- III. UNFINISHED BUSINESS (none)
- IV. NEW BUSINESS
 - A. Request for approval of the results of Business Educational Services RFP #15/38/P - Professional Services Agreement for SCORE Santa Fe - (Fabian Trujillo).
 - B. Request for approval of a resolution to support Meow Wolf's project and efforts to diversify the economy, revitalize an economically distressed neighborhood and provide a unique family entertainment option for Santa Fe. (Councilor Rivera) (Kate Noble)
- V. INFORMATIONAL ITEMS
- VI. ITEMS FROM THE COMMITTEE
- VII. ITEMS FROM STAFF
- VIII. NEXT MEETING DATE – Meet as needed
- IX. ADJOURN

Persons with disabilities in need of accommodations, contact the City Clerk's Office at 955-6520, five (5) working days prior to meeting date.

**SUMMARY OF ACTION
ECONOMIC DEVELOPMENT REVIEW SUBCOMMITTEE
Tuesday, August 4, 2015**

<u>ITEM</u>	<u>ACTION</u>	<u>PAGE</u>
CALL TO ORDER AND ROLL CALL	Quorum	1
APPROVAL OF MINUTES	Approved	1
APPROVAL OF AGENDA	Approved	2
REPORTS	Information/discussion	2
UNFINISHED BUSINESS	None	2
<u>NEW BUSINESS</u>		
REQUEST FOR APPROVAL OF THE RESULTS OF BUSINESS EDUCATIONAL SERVICES RFP #15/38/P – PROFESSIONAL SERVICES AGREEMENT FOR SCORE SANTA FE	Approved	2-4
REQUEST FOR APPROVAL OF A RESOLUTION TO SUPPORT MEOW WOLF'S PROJECT AND EFFORTS TO DIVERSIFY THE ECONOMY, REVITALIZE AN ECONOMICALLY DISTRESSED NEIGHBORHOOD AND PROVIDE A UNIQUE FAMILY ENTERTAINMENT OPTION FOR SANTA FE	Approved	4-8
INFORMATIONAL ITEMS	Information/discussion	8
ITEMS FROM THE COMMITTEE	Information/discussion	8-9
ITEMS FROM STAFF	None	9
NEXT MEETING DATE	Meet as needed	9
ADJOURN		9

**MINUTES OF THE
ECONOMIC DEVELOPMENT REVIEW SUBCOMMITTEE**
Tuesday, August 4, 2015

I. CALL TO ORDER

A meeting of the City of Santa Fe Economic Development Review Subcommittee, was called to order by Chair Simon Brackley, at 4:00 p.m., on Tuesday, August 4, 2015, in the Councilors Conference Room, 200 Lincoln Avenue, Santa Fe, New Mexico.

A. ROLL CALL

MEMBERS PRESENT:

Simon Brackley, Chair
Kathy Keith
Cervantes "Buddy" Roybal
Vacancy

MEMBERS EXCUSED:

Damian Taggart

OTHERS ATTENDING:

Kate Noble, Interim Director, Housing & Community Development Department
Fabian Trujillo, Economic Development Division Director
Elizabeth Martin for Melessia Helberg, Stenographer

There was a quorum of the membership in attendance for the conducting of official business.

NOTE: All items in the Committee packets for all agenda items are incorporated herewith to these minutes by reference. The original Committee packet is on file in the Public Works Department.

B. APPROVAL OF MINUTES

MOTION: Buddy Roybal moved, seconded by Kathy Keith, to approve the minutes, of January 20, 2015, as presented.

VOTE: The motion was approved unanimously on a voice vote.

C. APPROVAL OF AGENDA

MOTION: Kathy Keith moved, seconded by Buddy Roybal, to approve the Agenda, as presented.

VOTE: The motion was approved unanimously on a voice vote.

II. REPORTS

Ms. Noble said we have advertised for a new committee member.

Mr. Trujillo said the applications are coming to him. He will then forward them to the Mayor's office.

III. UNFINISHED BUSINESS

There was no unfinished business.

IV. NEW BUSINESS

A. REQUEST FOR APPROVAL OF THE RESULTS OF BUSINESS EDUCATIONAL SERVICES RFP #15/38/P – PROFESSIONAL SERVICES AGREEMENT FOR SCORE SANTA FE. (FABIAN TRUJILLO)

A copy of the statement for the record by Ray Berger, entered for the record by Ray Berger, is incorporated herewith to these minutes as Exhibit "1".

Mr. Trujillo gave an overview of the RFP. He said it is part of the Business Services RFP we sent out. We received two responses. SCORE and KMC. The committee reviewed it and are recommending that SCORE be awarded the services agreement. They have an innovative program, an experienced team and a proven marketing plan. We are looking to increase and enhance the skills of business leaders and to improve the business climate.

Mr. Trujillo reviewed his Memorandum dated July 31, 2015, which is included in the Committee packet. Please see this memorandum for the specifics of this presentation.

Mr. Trujillo introduced Ray Berger and Marcia Swain from SCORE.

Mr. Berger thanked the board for this terrific opportunity. He gave an update on SCORE. Please see Exhibit "1" for specifics of this presentation.

Mr. Brackley said we have limited time for the entire meeting.

Mr. Roybal asked how many mentors do you have.

Mr. Berger said we have eighteen who serve every week.

Mr. Roybal asked are the mentors non paid.

Mr. Berger said we are all volunteers. Only the national office has staff. They have fourteen people who are paid. It is a total pass through in the contract.

Mr. Brackley asked if this is a continuation.

Mr. Berger said yes, we have had it for eight years.

Ms. Keith said one of the reasons you are given recognition is your partnership with the City.

Mr. Berger said absolutely, commenting that we have two missions, mentoring and education. He said our chapter does not charge for any of the seminars or workshops we offer.

Mr. Roybal said you are to be commended especially for adding non-profits as clients.

Mr. Berger said we do strategic recruitment of chapter members. We have recruited several members with non-profit backgrounds and several who are Spanish speaking.

Mr. Brackley said your budget shows \$5,000 for outside speakers.

Mr. Berger said yes, that is for professional, expert speakers.

Mr. Roybal asked is there any other funding.

Mr. Berger said the Walmart Foundation helps us with money for seminars and workshops, noting that is in the SBA budget.

Mr. Brackley said the City did a survey of businesses, noting what stood out was that 60% of the responses indicated that they needed marketing help. In the future, it would be good to have a lot of marketing workshops and trainings included in your plan.

Mr. Trujillo said a customer survey is going to be done by SCORE. We will take the information from the business survey and incorporate it. Everyone who comes to these events will get a survey to complete. We will use the information to craft future training events.

Ms. Keith said regarding the non-profit assistance, keep in mind one of the things unique in our community is that we have a large amount of non-profits and it is all about raising money. There is only a certain amount of money to go around. We have to learn to fish outside of Santa Fe and across the nation. She said she did some work with the Community Foundation on how to get funding from national foundations. There are a number of reasons why they not investing in New Mexico. If there is anything you can do with the issue of bringing the non-profits up to a stabilized position it will be wonderful. It strengthens us all.

Ms. Swain said that is a wonderful reminder. We are working with two organizations from outside New Mexico who are looking at having annual budgets of over \$1 million. Sustainability is one of the main things we visit with non profits about, noting focus is also an issue that we emphasize.

MOTION: Buddy Roybal moved, seconded by Kathy Keith, to approve this request.

VOTE: The motion was approved unanimously on a voice vote.

B. REQUEST FOR APPROVAL OF A RESOLUTION TO SUPPORT MEOW WOLF'S PROJECT AND EFFORTS TO DIVERSIFY THE ECONOMY, REVITALIZE AN ECONOMICALLY DISTRESSED NEIGHBORHOOD AND PROVIDE A UNIQUE FAMILY ENTERTAINMENT OPTION FOR SANTA FE (COUNCILOR RIVERA). (KATE NOBLE)

A copy of the contract, with attachments, entered for the record by staff, is incorporated herewith to these minutes as Exhibit "2".

Vince Kadlubek, Meow Wolf, joined the meeting.

Mr. Quintero said we know that Meow Wolf is a great partner. They are a great organizer of events. This contract focuses on workforce development and product development.

Ms. Noble said the Resolution included in the packet has been introduced at the City Council . It is the only thing you can act on today. There is a copy of the contract in the packet, but you will be acting on the one handed out which has some small changes. (Exhibit "2").

Mr. Roybal asked what are the differences between the two contracts.

Ms. Noble said in the Resolution the City Attorney asked us to include the project. She said draw your attention to the appendix reporting for each phase which includes this. The Professional Services Agreement includes language that provides clarity to the resolution by giving details of the purpose of the Resolution.

Mr. Kadlubek said Meow Wolf employs sixty five people. It is a production company that produces family entertainment. The research we have pulled from prior projects shows that kids and families feel left out of the art experience in Santa Fe in general. They showed up weekend after weekend for our kid friendly exhibits. We worked toward a business plan that would put up a permanent exhibit for this demographic.

Mr. Kadlubek said they have partnered with George R.R. Martin, who purchased the old bowling alley building and is renovating it, noting Meow Wolf is a tenant, but the project is ours. He said Our goal is to raise \$1.5 million. We are for profit, have raised \$1.1 million so far, but still have a \$400,000. It is a very large multi media art installation. It will be a family entertainment experience – interactive with a story, lights and colors. We have computer programmers and digital fabricators working right now. We are

solving problems through this for others. He said he wanted to produce a stronger more durable black light for this exhibition. We now have a product that is fifty times the strength and half the cost of what is on the market. This is an amazing opportunity to train people and have products that we can patent and export throughout the country. We are selling to the City the job training and manufacturing opportunities.

Mr. Brackley said those accidental discoveries would qualify for patents.

Mr. Kadlubek said yes.

Mr. Roybal said when he added up the numbers in the criteria section of the service agreement, it came to \$264,000 that Meow Wolf has to provide. Is the company putting itself on the spot to provide this.

Mr. Kadlubek said we have secured \$1.1 million in private investments, which is going toward training and producing products to export. He said he is asking for a small percentage of their overall costs from the City.

Mr. Roybal asked if is that is wise.

Ms. Noble said really what we are requiring is the documentation of what is provided, not direct payment for a particular service. Our contribution is to the bigger picture.

Mr. Roybal said the contract says shall deliver. What happens if they don't.

Ms. Nobel said then we would not pay.

Mr. Roybal said he is okay with the contract, if Mr. Kadlubek is comfortable with it.

Mr. Roybal asked if Youthworks is part of this.

Ms. Noble said yes, we are using Youthworks, noting there was a typo.

Mr. Roybal asked the age group of your employees and the people you touch.

Mr. Kadlubek said our demographic is age six through thirteen. It is a children's model. The experience is climbable, tactile and family friendly. Regarding who we employee and train, some are over the age of fifty, but the majority are between twenty five and thirty five. We are working with St. Johns College, and the University of Art and Design, noting they are offering internships.

Mr. Roybal asked if the pay is \$11.00 an hour or is it dependent on experience.

Mr. Kadlubek said for our employees, yes, but the contractors set their own wages. We are doing this project at 15% of the normal budget.

Mr. Brackley asked if any of the employees have relocated to Santa Fe to work on the project.

Mr. Kadlubek said yes, fifteen.

Ms. Keith said that is great and aligns well with the City's economic development plan.

Ms. Keith said you need to remember that when you take public money you are a business. Who are your investors.

Mr. Kadlubek said he did not know if that was public information but he could share a couple of names. Gerald Fatel and Rick and Beth Schneider are investors. Some investors wanted to remain anonymous.

Mr. Brackley said Mr. Kadlubek needed to be prepared to answer that question.

Ms. Keith said he needed to be able to say who is going to profit from the business.

Mr. Kadlubek said he needed to speak with legal council to know what had to be release and what could remain unreleased.

Ms. Keith said he should keep his comments general.

Mr. Kadlubek said he was happy to give answers in broad strokes. He stated that there are twenty investors, seventeen are from Santa Fe, one is from Albuquerque and two are out of state.

Mr. Brackley said Mr. Kadlubek might get a question regarding the pay back to the City.

Ms. Noble said there will be no monetary pay back. This is a services contract and by law the City is prohibited from profiting in that manner.

Mr. Roybal asked if it would make sense to change this contract to include specifics.

Ms. Keith said some of the employees are actually internships.

Mr. Roybal said there are no specifics in this contract that say that.

Ms. Noble said we focused the contract on the things the City does expect a return on such as job training and manufacturing of products.

Mr. Brackley said he understood that but it makes sense to be a bit clearer on the priorities of the City.

Ms. Noble said we will do that in a memo not in the contract.

Ms. Keith said regarding your lease agreement to revitalize a building in the middle of Santa Fe, you may want to anticipate some questions about that what George RR Martin's gain is. Also be ready to talk about who the owners of the company are as well as that their stake is in the community.

Ms. Keith asked Mr. Kadlubek his timeframe, and when he expects to launch the project.

Mr. Kadlubek said if she is talking about opening the exhibition, it will be within the next 4-6 months. He said phase one of the service contract is happening now, and phase two will begin in the next two weeks.

Ms. Keith said companies who have moved through this process take advantage of the other partners the City is investing in. You should partner with others as much as you can.

Mr. Kadlubek said we are talking to Youthworks about catering and others about subleasing, noting that partnerships are happening.

Mr. Roybal asked when you open the exhibit what will the charge be.

Mr. Kadlubek said for out of state folks it will be \$15 for adults and \$10 for children, and for in-state it will be \$10 for adults and \$5 for children.

Mr. Roybal asked if the Explora Museum is similar to what he is doing.

Mr. Kadlubek said it is not as engaging and does not reach as large a demographic as we will reach.

Mr. Trujillo said as a person who has grandchildren, he believes this will enhance what we do in Santa Fe. He said it fills in what the southside wants for family entertainment instead of having to go to Albuquerque, it meets lot of needs and is in the right area of town. A lot of young children are located in Districts three and four.

Mr. Brackley asked if St. John's and the University are formal partners.

Mr. Kadlubek said they are not formal partners. They allowed us to hold meetings there, noting they got forty volunteers with twenty volunteers getting school credit for their work over the summer.

Mr. Brackley said he encourages Mr. Kadlubek to strengthen that "feeder of talent."

Mr. Kadlubek said it is amazing. Students are working with other artists and feeling like there is a community here that bridges them into the city and surrounding area. It is a great aspect of the project.

Mr. Brackley said if we can keep them here to build businesses that would be outstanding.

Mr. Kadlubek said we have one intern who is going into his final year at the University. He said he helped to develop the first product, and is going to become an equity share member of that product.

Mr. Roybal said he is very impressed, and wished him congratulations.

Mr. Kadlubek said members of the Committee should feel free to come and see what we are doing.

Mr. Brackley said he has had the opportunity to do that.

MOTION: Kathy Keith moved, seconded by Buddy Roybal, to approve the Resolution.

VOTE: The motion was approved unanimously on a voice vote.

V. INFORMATIONAL ITEMS

Ms. Keith said beginning August 17, 2015, she will become the Director of Community Programs for Los Alamos Labs.

Mr. Brackley asked if she can continue to serve on this Committee.

Ms. Keith said she is unsure, noting that she has to discuss any conflicts with the legal staff.

Mr. Brackley said we certainly want you to stay.

VI. ITEMS FROM THE COMMITTEE:

Mr. Brackley asked the date of the next meeting.

Ms. Noble said we have a lot on the horizon, noting we may have a meeting at the end of this month. She said we schedule our meetings so we can attend the Business & Quality of Life Committee meetings.

Ms. Noble said the Santa Fe Incubator contract is coming up for renewal, commenting that Make Santa Fe and Start Up Santa Fe must come back to report and detail phase two as well.

Mr. Trujillo asked about the Santa Fe Farmers Market.

Ms. Noble said that is a pass through of state money. It is a project participation agreement.

Ms. Noble said Start up Santa Fe has been extended to Halloween, and Make Santa Fe expired on July 31, 2015.

Ms. Keith said, in terms of her new job, she will try to get approval to serve, and have a conversation with you about the appropriateness of me serving.

Mr. Brackley said this time of day works well for him.

Mr. Roybal said 4:00 p.m. really works well for him.

Ms. Noble said then we will meet the first Tuesday at 4:00 p.m.

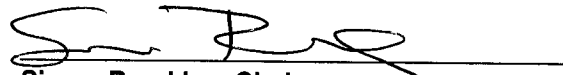
Mr. Brackley said we need to get another person appointed to this committee in a timely manner.

VII. ITEMS FROM STAFF

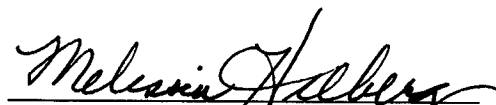
VIII. NEXT MEETING DATE: Meet as needed

IX. ADJOURN

There was no further business to come before the Committee and the meeting was adjourned at approximately 4:55 p.m.



Simon Brackley, Chair



Melessia Helberg, Stenographer

Subject: SCORE Presentation

Date: Monday, August 3, 2015 5:32 PM

From: Ray Berger <ray.berger1@gmail.com>

To: Ray Berger <RBerger@SantaFeRealEstate.com>

Conversation: SCORE Presentation

Thank you for this opportunity:

Our Santa Fe chapter has just received the Platinum award from SCORE national for outstanding service to the 1100 plus clients we have served in the past year through our business mentoring and our seminars and workshops. In our mentoring program we achieved a 70% return retention rate compared to the national average of 52%.

SCORE on the national level and our chapter has expanded our mission to help people to succeed in business to encompass non-profit organizations. We have partnered with the SF Community Foundation to both present seminars with them as well both train our existing mentor teams in NP management issues as well as strategically recruit mentors from the NP field. One out of 10 jobs nationally is NP and greater in SF.

Our partnership programs now include IAIA-where we are working with their continuing education dept. to offer business seminars on the nearby Pueblos, and the SF National guard to help transition veterans who wish to start businesses.

To reach the SF community and especially the 30-50 year old demographic our marketing efforts include traditional media-newspaper and radio advertising; press releases with the City and our other partners; emails to our 2000 SCORE list, as well as the Hispanic Chamber, the Community Foundations, the City lists. We have updated our existing web site-the source for education programs information; a FB page promoting our client success stories; constant contact for seminar registration and with our social media contractor:

- >Google \$10K Adwords program with a new dedicated web site
- >Sponsored FB adv. To reach 10-15,000 SF FB users a week.
- >Instagram for event promotion.

Our education programs and our mentoring program work together:

- >Kelly Egolf-Crowdfunding and Business plans for funding .
- Lara Bache-SF Community Yoga-NP management seminar and then mentoring-and revamping her organization
- Robin Beacher-Sense-long term client-helps present seminar this spring on Entrepreneurship.

Exhibit "1"

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Meow Wolf LLC. (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

A. Program Services: The Contractor shall provide workforce development and local product creation services.

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

(1) Phase 1:

(a) Employment and skill development of 40 individuals at a minimum of 30 hours per week for a minimum of 20 weeks (minimum of 24,000 hours of paid employment). This includes skill development in computer programming and digital fabrication tools.

(b) Provide a minimum of 20 internship opportunities for college level students which include transferable credit hours and consists of a minimum of 120 hours of work experience.

(2) Phase 2:

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

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

(3) Phase 3

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

(b) A minimum of 3 patents applied for.

(4) Phase 4: **Creation of an online gift shop** or local products. This shall include 30 locally created products by the Contractor upon launch. An additional 25 products must be in some stage of development and/or prototyping to be products sold outside of Santa Fe.

(5) Phase 5:

(a) A minimum of six patent applications submitted.

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

C. Reporting:

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

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

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

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

2. STANDARD OF PERFORMANCE; LICENSES

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

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable

professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

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

(1) A sum of twenty thousand dollars (\$20,000) for the deliverables of Phase 1.

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

(3) A sum of ten thousand dollars (\$10,000) for the deliverables of Phase 3.

(4) A sum of ten thousand dollars (\$10,000) for the deliverables of Phase 4.

(5) A sum of ten thousand dollars (\$10,000) for the deliverables of Phase 5.

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

C. Payment shall be made upon receipt of biweekly invoices and approval by the City. Invoices shall include short detailed statements containing a description of

employment, products, and interns which shall include but i achievements and accomplishments of WIP participants. This is in addition to the quarterly and final reports indicating satisfactory progress towards deliverables of this Agreement.

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

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

6. TERMINATION

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

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies

of all work product, research or papers prepared under this Agreement.

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

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

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

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

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all

employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

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

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

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

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the

prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

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

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an

additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

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

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

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's

performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

14. NEW MEXICO TORT CLAIMS ACT

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

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of

services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto

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

20. NON-DISCRIMINATION

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

21. SEVERABILITY

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

22. NOTICES

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

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

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

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

CITY OF SANTA FE:

JAVIER M. GONZALES, MAYOR

DATE: _____

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

CONTRACTOR:
MEOW WOLF LLC

APPROVED AS TO FORM:

By: _____
(Name & Title)

KELLEY A. BRENNAN,
CITY ATTORNEY

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

APPROVED:

OSCAR RODRIGUEZ, DIRECTOR
FINANCE DEPARTMENT

22116.510340
BUSINESS UNIT/LINE ITEM