

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#16-0714**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated July 27, 2016 (the "Agreement"), between the City of Santa Fe (the "City") and Make Santa Fe, LLC (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide workforce development services to the City.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF WORK

Article 1 of the Agreement is amended to add paragraph B, so that Article 1, paragraph B of the Agreement reads as follows:

The Contractor shall implement a workforce development program based on the pilot program developed and tested in 2016/2017. The program shall provide workforce training in digital fabrication, making and manufacturing and shall consist of the Maker Professional Registered Apprenticeship Program as well as a pre-apprenticeship program for youth and young adults. The target audience for the workforce training are underemployed individuals and incumbent workers as defined and identified by New Mexico Workforce Boards and/or their

service providers. The target audience for the pre-apprenticeship program is primarily underserved youth or others not yet ready to undertake the full apprenticeship program.

B. The Contractor shall achieve the following deliverables:

(1) Become a listed service provider of apprenticeship training with the New Mexico Department of Workforce Solutions.

(2) Implement its messaging and outreach plan for recruiting candidates for certification including developing content for print, web and other media.

(3) Take its certified instructors through the Maker Professional Registered Apprenticeship program.

(4) Take the first initial cohort of apprentice candidates and incumbent workers through the Maker Professional Registered Apprenticeship Program in collaboration with area employers. Successful completion of the program relates in a Department of Labor certification as a journeyman apprentice.

(5) Place a target of 50% of a program overall target of 30 graduates in jobs in the Santa Fe metro area, in accordance with Department of Labor standards for wage minimums and planned wage increases.

(6) Provide a final report that includes:

(a) Number of apprentice and pre-apprentice candidates completing the program.

(b) 100 point competency assessments of individual skill development at the core of the Maker Professional Apprenticeship Program.

(c) Wages, job titles, industry type, and responsibilities of

apprentices hired following the program.

2. COMPENSATION

Article 3, Paragraph A of the Agreement is amended to increase the amount of compensation by a total of fifteen thousand dollars (\$15,000), so that Article 3, Paragraph A reads as follows:

A. The City shall pay to the Contractor in full payment for services rendered a sum not to exceed thirty five thousand dollars (\$35,000), inclusive of applicable gross receipts taxes.

(1) Payment of five-thousand dollars (\$5,000) upon contractor listing as NMDWS service provider.

(2) Payment of five-thousand dollars (\$5,000) upon completion of instructor cohort through apprenticeship program and implementation of outreach plan.

(3) Payment of five-thousand dollars (\$5,000) upon completion of initial apprentice and incumbent worker cohort.

(4) Payment of five-thousand dollars (\$5,000) upon receipt and acceptance of final report.

2. TERM AND EFFECTIVE DATE.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and terminate on July 31, 2018, unless sooner pursuant to Article 6 infra.

B. Option to Renew. The City retains the right to renew this Agreement up to two (2) additional one (1) year terms contingent upon parties reaching an agreement as to the terms and conditions. The option may be exercised by the City by notifying Contractor in writing at least 45 days prior to the expiration.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, and the Agreement remains and shall remain in full force and effect, in accordance with its terms.

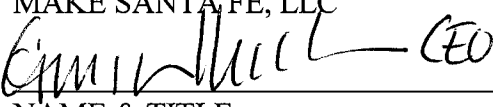
IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the date set forth below.

CITY OF SANTA FE:



BRIAN K. SNYDER, CITY MANAGER
Date: 10/24/17

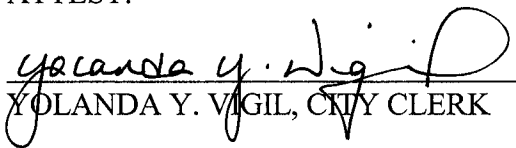
CONTRACTOR:

MAKE SANTA FE, LLC
 CEO

NAME & TITLE
Date: 10/31/17

CRS # 03-314064-00-2
City of Santa Fe Business
Registration # 17-00130086

ATTEST:



YOLANDA Y. VIGIL, CITY CLERK CAS

APPROVED AS TO FORM:


 9/15

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:



ADAM K. JOHNSON, FINANCE DIRECTOR (B)

 22116.510340
BUSINESS UNIT/LINE ITEM