



Economic Development Review Committee

June 11, 2018



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**Economic Development Review
Sub-Committee**

**Market Station at the Railyard
500 Market Station, Suite 200**

**Round House Conference Room
Monday, June 11, 2018
4:00 PM**

- I. PROCEDURES
 - A. Roll Call
 - B. Approval of Minutes – November 27, 2017
 - C. Approval of Agenda
- II. ACTION ITEMS
 - A. Request for review and approval of six (6) contract renewals for the FY-2018-2019 economic development portfolio as awarded through RFP to provide workforce development, business development, and other support for economic development in Santa Fe for a total funding amount of \$360,000 as identified (Matthew Brown):
 - 1. Professional Services Agreement, Amendment No. 2 – Santa Fe Business Incubator RFP 16/38/P;
 - 2. Professional Services Agreement, Amendment No. 2 – Youthworks RFP 16/37/P;
 - 3. Professional Services Agreement, Amendment No. 3 – SCORE RFP 15/38/P;
 - 4. Professional Services Agreement, Amendment No. 2 – Make Santa Fe RFP 16/37/P;
 - 5. Professional Services Agreement, Amendment No. 1 – RDC/VAF
- III. DISCUSSION ITEMS (None)
- IV. REPORTS (None)
- V. ITEMS FROM THE COMMITTEE
- VI. ITEMS FROM STAFF
- VII. NEXT MEETING DATE – **July 3, 2018 at 4:00 PM**

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

Minutes

**ECONOMIC DEVELOPMENT REVIEW SUBCOMMITTEE
MARKET STATION AT THE RAILYARD
500 MARKET STATION, SUITE 200, CABOOSE CONFERENCE ROOM
TUESDAY, NOVEMBER 7, 2017, 2:00 PM**

1. CALL TO ORDER

The meeting of the Economic Development Review Subcommittee was called to order by Chair Councilor Signe Lindell, at 2:00 pm, on Tuesday, November 7, 2017, at Market Station at the Railyard, 500 Market Station, Suite 200, Caboose Conference Room, Santa Fe, New Mexico.

2. ROLL CALL

MEMBERS PRESENT

Councilor Signe Lindell, Chair
Kathy Keith
John Feins
Buddy Roybal
(Vacancy)

MEMBERS ABSENT

OTHERS PRESENT

Matt Brown, Economic Development Director, City of Santa Fe
Fabian Trujillo, Economic Development, City of Santa Fe
Theresa Gheen, Office of the City Attorney
Elizabeth Martin, Stenographer

**3. APPROVAL OF MINUTES
JUNE 26, 2017**

MOTION A motion was made by Mr. Roybal, seconded by Mr. Fiens, to approve the minutes of June 26, 2017 as presented.

VOTE The motion was passed unanimously by voice vote.

4. APPROVAL OF AGENDA

Mr. Trujillo asked that the discussion item be moved to an action item.

MOTION A motion was made by Mr. Fiens, seconded by Ms. Keith, to approve the agenda as amended.

VOTE The motion passed unanimously by voice vote.

5. ACTION ITEMS

A. REQUEST FOR APPROVAL OF AN ORDINANCE RELATING TO THE ECONOMIC DEVELOPMENT PLAN, SECTION 11-11 SFCC 1087; AMENDING AND ADDING DEFINITIONS; SPECIFYING FEES ELIGIBLE FOR WAIVER; AMENDING STAFF REPORTING GUIDELINES; AMENDING THE APPLICATION REVIEW CRITERIA TO SIMPLIFY GUIDELINES; AMENDING EXHIBIT A OF SECTION 22 TO PERMIT THE WAIVER OF UEC FEES; AND MAKING OTHER SUCH CHANGES AS NECESSARY.

Mr. Brown said this was initiated by Councilors Maestas and Harris. It is intended in large part to bring in the Ordinance into conformity with the State LEDA program. We had become out of compliance. Thanks to Teresa, our Legal Council, we have it in compliance now. The second objective was to simplify the language and make it more efficient. We still have the same parameters and guidelines and controls as before. Third we took this opportunity to add some language that is representative of Santa Fe the City. As an example in the LEDA Ordinance it talks about fine art and we added language to say fine art includes folk art and other categories. We didn't think the old language was sufficiently emblematic of the State and the economy.

Mr. Roybal said it would be helpful if the changes were in red or summarized.

Mr. Brown said this is directly related to the co-analysis report that was approved.

Mr. Roybal asked on page 13 is that identical to what it was before.

Mr. Brown said yes, it is the same.

Mr. Trujillo said the only thing done in that section was to add the UEC fees. In the change it gives the Governing Body an option to waive UEC fees for economic development projects in addition to affordable housing projects.

Ms. Keith said on page 2, section 3, number 11, it says we can only do LEDA assistance for something that goes toward a facility. LEDA has generally been more open than that.

Ms. Gheen said we crossed that out and changed it to "or" and that is consistent with LEDA.

Mr. Roybal said so most changes are to be in compliance with LEDA.

Ms. Gheen said yes, that is constitutional language and anti-donation clause language.

Ms. Keith said LEDA is often described as the loop hole for economic development. Giving land to businesses is a good way to start. It is limiting though as to what you can do for businesses.

Mr. Brown said send us language and we will look at that. It was a bit of a challenge to draft this in a way so that we prevent ourselves from being sued for being in noncompliance with LEDA and the anti-donation clause. Greyness is inherit in how this has been adopted by various municipalities.

Mr. Roybal asked is it ok to leave it as this is right now.

Ms. Keith said yes that is ok.

Chair Lindell said we may be able to broaden that and still stay in the balance.

Ms. Gheen said she suggested this edit. The reason was in order for an economic development project to go through it has to be consistent with the constitution. The constitution has that language in it. That language is from the constitution.

Mr. Trujillo said the only LEDA project ever challenged in court was the Santa Fe Studios project. The court upheld the project.

Mr. Roybal asked how does the Santa Fe Housing Program work with the County for housing projects. Are we separate or do we cross over.

Mr. Trujillo said he does not know the answer. Alexandra Ladd could explain that. The reason this piece of it is in this Ordinance is we are talking about the changes in the utility expansion fees. The rest is something the affordable housing division works on.

Mr. Roybal asked it is part of economic development, isn't it.

Mr. Brown said no.

Mr. Roybal said he would think it would be part of economic development since we are willing to donate land that the City owns.

Mr. Brown said that is a great point. We are in transition as we are developing our new strategy. One thing we have done is to discuss what we think are the key

foundational issues that effect the economy and the community. Housing is number 2 behind education; however, that does not mean housing becomes an economic development task with us leading. They lead and we find a way to collaborate and support their work. We are not the leaders in City government for developing affordable housing for the City. We are doing our best to work together more and more.

Chair Lindell said yes definitely more and more.

Mr. Roybal said economic development is always in the same struggle we always have been in. Economic development has not done a very good job over the last 10 years. There have been some good programs recently.

Ms. Keith said on page 6 we wipe out all reference to targeted sectors. She thought LEDA required us to name our targeted sectors.

Mr. Brown said State LEDA does not require us to name our targets. That became in part obsolete because it constrains us and over emphasize items that may not be the targets today. We did not want to be limited.

Ms. Keith said that makes a lot of sense.

Ms. Gheen said she will check that to be sure.

Chair Lindell said please check line 16 as well.

Mr. Brown said one feature that is distinct to Santa Fe is we drafted in here that B Corporations who allocate their social responsibility requirement to be used in the community will have a preference in our analysis. That was done because we are recognizing the deep empathy and social impact that our community shows all the time. We would mirror that.

Mr. Feins said B Corporations are pretty rare in New Mexico. There are only 5 in the State. It is wise to put it in there. It is a wonderful designation. We should become B Corporation land.

Mr. Brown said that is what he is hoping for. That 10 to 15 years from now Santa Fe will have the most B Corporations. We have the spirit and the people orientated towards that. Everywhere we can give them a nudge or a push toward that we will.

Mr. Feins said Meow Wolf just got that designation. He would be happy to help if people are interested in it.

Ms. Keith said our co-ops have come together and there are so many uses for co-ops. They have come together in a nice way around the value of having a co-op.

Mr. Feins said we have run into a lot of real lack of understanding in our community regarding LEDA funding. He wrote an op ed a couple of months ago about that. We hear all the time the question of why did they not give money to a start up rather than to Meow Wolf when they are doing so well. He wrote the article to explain that. LEDA funds require collateralization on the back end and that seems to be something people just do not understand. He thinks we need to find a way to educate people about the obligation at the back end and the funding uses. It would be helpful for everyone if everyone understood. People think it is a handout and the City is playing preferences.

Mr. Roybal said he agrees. It is a State program and we are partners in it.

Mr. Brown said cities can do it on their own, but it tends to be State led. He agrees it is an important topic, but not one that can be built into this document. It is on our mind and we will get that into action as we do other things like websites. We have learned through the Meow Wolf experience to work more with the journalists to help them understand. He declared on behalf of economic development, since we are the conduit and investors on behalf of the City, that we don't give money to anyone. People use that language that we give money. We invest and grant or hire. We need to use precise language. He thinks it is our obligation to make those LEDA investments in winners. We are supposed to deploy the money in circumstances that are most likely expected to deliver wins. Very small businesses that are vital to the economy will not qualify. We need to find other ways to support them. We cannot deploy LEDA in ways it was not intended. That is our mandate. That is how we think about it.

Mr. Feins said that makes fiscal sense. He wants people to understand what the City is doing.

Mr. Brown said it is all in how it gets framed.

Mr. Feins said part of the economic renaissance and revival that you are captaining will take place with language and explanation. People need to know.

Mr. Brown said we need to do better at communicating that.

Ms. Keith said we need to do a better job of advocating to the business community as well. Everyone in the business community needs to be on the same sheet of music. They are bringing in new customers. We need to come up with a nice concise statement.

Chair Lindell said we all agree on that.

Chair Lindell said on page 7, line 12, item 4 why was that taken out. If you don't know it is ok just delve into it and see why.

Mr. Trujillo said the reason this was taken out is that is not something we have been doing in practice. We changed to average wages and are looking to get businesses employing people and it is not something we have been tracking as much. We have not been putting that in our contracts as much. We can leave it in there if you prefer.

Mr. Brown said the most important change to this is in the preamble criteria. It sets a finite set of criteria and different deals are different. It will be in some contracts like the Descartes Lab one coming up.

Ms. Gheen said she looked at the LEDA documents and very little is actually required; however, there is a list that may be part of the Ordinance but not shall.

MOTION A motion was made by Mr. Roybal, seconded by Ms. Keith, to recommend approval of this item to the Economic Development Advisory Committee.

VOTE The motion passed unanimously by voice vote.

B. MEETING CALENDAR FOR EDRC SUBCOMMITTEE FOR 2018

Mr. Lujan said we have been meeting as needed. One of the things suggested to make this run more efficiently is to have a regular monthly meeting date and if we don't have anything to act on we can cancel the meeting. What works better for everyone. This idea would make it easier for other members of the City government when scheduling projects to know when the next meeting date is particularly for planning purposes. We are meeting again on the 27th and he can put a calendar together or we can make a decision today.

Chair Lindell said she is agreeable to that.

Times and days of the week were discussed.

Chair Lindell said we have decided to meet on the first Tuesday of the month at 4:00 pm. Lets try that and see how it works out.

Mr. Trujillo said we will start with that schedule in January, 2018.

Mr. Roybal asked if we can change the meeting on November 27th to 4:00 pm.

Chair Lindell said that is fine with her. We have a plan.

MOTION A motion was made by Mr. Roybal, seconded by Mr. Feins, to set the meeting dates beginning in January to the first Tuesday of the month at

4:00 pm.

VOTE The motion passed unanimously by voice vote.

7. REPORTS

None.

8. ITEMS FROM THE COMMITTEE

Chair Lindell said she received an email from John Feins and would like him to air that out here.

Mr. Fiens said this is an idea that has been on his mind for awhile. He saw an article in a tech magazine that profiled Eric Streeper and his company which is housed at the Santa Fe Business Incubator. He was delighted to see that. It was about young, creative talent coming to Santa Fe. It is so rare that we get business or economic development press. It triggered ideas, one of which is when we get good press we need vehicles to share it. We need businesses, government and individuals to share it on their Facebook feeds. We need to share good news with each other and push it out. We can start to bring ourselves together to start pushing out good economic news for Santa Fe. The idea is to create that kind of press. What we do in tourism is we hand pick press and razzle dazzled them for 3 days showing them around Santa Fe. They go out and write magnificent articles. People do great articles and people visit here. We need to target the business press and get partners to support the tour. Pick some good reporters who are interested in this part of the county and the type of businesses we have. 6 or 7 at a time. Do one or two of those a year and that could create great press for us. It will attract business and people.

Chair Lindell said that is a great idea.

Mr. Brown said we could also have a speakers bureau so people going out quarterly to events become thought leaders. What do you think.

Mr. Feins said that is a great idea.

Mr. Brown said he expects to hire a person with marketing communities experience who will push out stories on our end. He also has a crazy idea that the City should get a CMO. It is not sufficient to just have Matt Ross. We need to have a marketing leader to turn it on fire.

Mr. Feins said it does not cost as much as buying print ads. Earned media. We can still out flank them on earned media.

Mr. Roybal left the meeting.

Mr. Feins said it is time to get the business story out there as well.

Ms. Keith said we have talked about strategies in the past of when you get the tourists in town how do you target those business people. What from an economic development prospective do you do with those people while they are here.

Mr. Brown said he is looking forward to more conversations like this. He met a venture capitalist and they talked about creating a summit that aligns with opera season and do it around new business in Northern New Mexico. We have the bodies coming and they just have to tack on extra day or two. The other idea was what is our South by Southwest. It feels like Santa Fe could be the home of something like that. It is one thing that could generate the collisions necessary. He would love to initiate that kind of brainstorming. We could bring a pretty good group together.

Ms. Keith said include Tom Augson in that conversation.

Mr. Feins said it was work to get offers from local vendors messaging to groups coming into town. You are right they come to town and we have to think further about what the play would be to get those folks to bring their business into town. Randy Randall's sales report forecasts the conventions coming. We could host a coffee.

The September Fly In was mentioned as a big event coming into town.

Chair Lindell said the National Governors Convention is coming here as well.

Chair Lindell said John sent the email out and she thought she sees the most amazing things happening almost every day and all she reads about are the weeds. We just don't get the word out well. It is not on the paper to carry my water, but we need to do better.

Mr. Brown said it hit him that everyone says the newspapers are not getting stories out and are hostile to us. We need an intermediary to tell our stories.

Mr. Feins said we need a network of other people, not political, to tell the story.

Mr. Brown said he put into the vision document for the Santa Fe University property trying to reach out to a group called Youth Radio. They are out of Oakland. They do beautiful journalism. They take at risk kids and teach them how to be journalists. They teach them every aspect in a safe space. They fed them and get them tutors. That would be amazing to have a group like that. They could cover the City government and the community with useful information. There will be more ideas. We need to find intermediaries.

9. ITEMS FROM STAFF

None.

**10. NEXT MEETING DATE
NOVEMBER 27, 2017, 4:00 PM**

There being no further business before the subcommittee the meeting adjourned at 3:10 pm.

Councilor Signe Lindell, Chair

Elizabeth Martin, Stenographer

Action Items



DATE: May 30, 2018

TO: Economic Development Review Sub-Committee
Economic Development Advisory Committee
Finance Committee
City Council

FROM: Matt Brown, Director, Office of Economic Development.

MB for MB

RE: Economic Development Renewal Agreements for FY 2018/2019

Action Requested:

Staff requests approval of five professional service renewal agreements representing significant economic investment for the Office of Economic Development program portfolio. Funding for these agreements was included in the Fiscal Year 2018-2019 budget for the Office of Economic Development and will be allocated from Business Unit 22116, Line Item 510300. The funding amount for the attached professional service agreements is \$360,000. The professional service agreements are as follows:

- Santa Fe Business Incubator, RFP 16/38/P - \$150,000.
- SCORE, RFP 15/38/P - \$20,000.
- RDC/Venture Acceleration Fund - \$25,000.
- Make Santa Fe, RFP 16/37/P - \$25,000.
- Youthworks, RFP 16/37/P - \$140,000.

Background:

The City of Santa Fe's Economic Development Plan (the Angelou Plan), was adopted in 2004. The Angelou Plan organized the community's understanding of economic development and set the key goal as diversifying Santa Fe's economy so that Santa Fe is not dependent upon its traditional employment bases of government and tourism. In 2008, the "Strategy for Implementation" was adopted by the City Council. The economic development strategy focused and refined the Angelou plan to five target industries (technology, media, green, arts &

culture and knowledge based) as well as three areas of focus (business development, workforce development and sites & infrastructure). In 2012, a strategic update was done through the City Business and Quality of Life (CBQL) Committee. The 2012 update focused on entrepreneurship and business retention and expansion as a means of strengthening local business and the local economy which laid the ground work for a vibrant future.

In April 2016, two RFPs were issued to achieve the goals of the economic development plans and implementation strategy. These RFPs were focused on workforce/talent development and business development/entrepreneurship. The proposals selected were based on their potential diversify Santa Fe's economy and build/retain a skilled workforce as Santa Fe strives to be the best city to live and raise a family.

Item and Issue:

Staff recommends approval of the program portfolio of professional service agreements for FY 2018-2019 as described in the following section. These agreements represent the budget that was presented earlier this year for FY – 2018-2019.

Business Development & Entrepreneurship

- ***Santa Fe Business Incubator (\$150,000)*** – The Santa Fe Business Incubator (SFBI) uses best practices in incubation to develop primarily high-wage, high-growth businesses that attract capital, revenue and broaden the local tax base. SFBI is located in the south side of Santa Fe at the corner of Airport Road and Paseo del Sol; SFBI provides incubation services in the incubator that includes a bio-science lab and community co-working space. This is a renewal and brings the contract total over three years to \$555,000. SFBI has graduated an average of six businesses per year since 2015. In FY 2017, the economic information for SFBI client business was as follows:
 - ✓ Annual Payroll: \$5 million
 - ✓ New Full Time Jobs: 26
 - ✓ Annual Investment (money attracted by companies): \$2.1 million
- ***SCORE (\$20,000)*** – SCORE provides business education services for the City of Santa Fe. They provide training events as part of the Santa Fe Office of Economic Development to train entrepreneurs and business leaders in developing business skills to strengthen and grow their business. SCORE partners with SFBI, the Santa Fe Community Foundation, Santa Fe Community College, Hispanic Chamber of Commerce and other organizations to deliver these training events. In FY - 2017/2018 SCORE will conduct 12 training events. This is a renewal and brings the contract total over three years to \$95,000.
- ***Regional Development Corporation (\$25,000)*** – The Regional Development Corporation (RDC) will administer the Venture Acceleration Fund which has been primarily funded by Los Alamos National Labs (LANL) through the RDC. It provides funding for technology and manufacturing companies that will positively impact the

regional economy. Santa Fe companies have benefitted from this funding for years and with the changing landscape at LANL the commitment of engaged communities is more important than ever. Metrics and deliverables include administration of the \$25,000 and tracking of the results (job creation, company expansion, investment attracted, ROI) of the Santa Fe companies that receive funding with no administrative costs to the City. This is a renewal and brings the contract total over two years to \$55,000.

Workforce Development

- ***Make Santa Fe (\$25,000)*** – Make Santa Fe is a digital fabrication and manufacturing training program which is benchmarked to US Department of Labor (USDOL) standards. It was intended to be a single certification program but has grown into two different programs, the DigiFab Youth Lab and the Maker Professional Registered Apprenticeship, which complement each other. The DigiFab Youth Lab is a twelve week course focused on building employment and entrepreneurship opportunities for underserved youth. The Maker Professional Registered Apprenticeship is a 12 week USDOL program that establishes Make Santa Fe as one of only six entities selected to teach cutting edge advanced manufacturing skills. This is a renewal and brings the contract total over three years to \$60,000. Make Santa Fe has achieved the following in FY 2017-2018:
 - ✓ Selected as provider of Maker Professional Registered Apprenticeships
 - ✓ Successfully piloted a DigiFab Youth Lab program
 - ✓ Selected by SER for apprenticeship program
 - ✓ Selected by Help New Mexico to administer youth program
- ***Youthworks (\$140,000)*** – The Youthworks! Workforce Innovation Program (WIP) builds a skilled local workforce through partnership with local business community, targeting specific career track industries. Program participants receive job-readiness/soft skills training and educational needs assessment. They are placed in a professional job settings, generally with local businesses which pay 2/3 of wages of the youth employed. Their metrics include 60-75 local youth in the program and the number of placements, program completions (minimum of 240 hours), number who obtain employment, number of college placements and certifications achieved, number of GED achievements, total hours worked by youth and funds leveraged for the program. This is a renewal and brings the contract total over three years to \$506,610.

Item 1

**CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#16-0707**

AMENDMENT No. 2 (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 Santa Fe Business Incubator (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 incubation 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. COMPENSATION

Article 3, Paragraph A of the Agreement is amended to increase the amount of compensation by a total of one hundred fifty thousand dollars (\$150,000), 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 five hundred fifty five thousand dollars (\$555,000), inclusive of applicable gross receipts taxes.

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 June 30, 2019, unless sooner pursuant to Article 6 infra.

B. Option to Renew. The City retains the right to renew this Agreement up to one (1) additional one (1) year term 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, Amendment No. 1 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. 2 to the City of Santa Fe Professional Services Agreement as of the date set forth below.

CITY OF SANTA FE:

CONTRACTOR:

SANTA FE BUSINESS INCUBATOR

ALAN WEBBER, MAYOR

Date: _____

Date: _____

CRS # 02-283987-00-9

City of Santa Fe Business

Registration # 18-65070

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

MDM 6/5
GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:

KENT DEYOUNG, INTERIM DIRECTOR
FINANCE DEPARTMENT

22116.510340
BUSINESS UNIT/LINE ITEM

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#16-0707**

ITEM # 17-0679

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated August 2, 2016 (the "Agreement"), between the City of Santa Fe (the "City") and Santa Fe Business Incubator (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 incubation 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. COMPENSATION

Article 3, Paragraph A of the Agreement is amended to increase the amount of compensation by a total of two hundred thousand dollars (\$200,000), 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 four hundred five thousand dollars (\$405,000), inclusive of applicable gross receipts taxes.

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 June 30, 2018, unless sooner pursuant to Article 6 infra.

B. Option to Renew. The City retains the right to renew this Agreement up to two additional one 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.

2. 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:

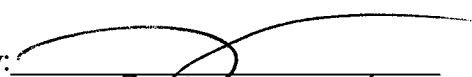


JAVIER M. GONZALES, MAYOR

Date: 7/7/17

CONTRACTOR:

SANTA FE BUSINESS INCUBATOR

By: 

MARIE LONGSERRE

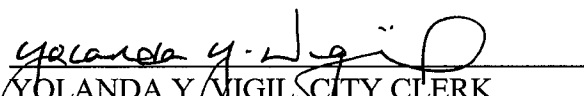
Date: 7/28/2017

CRS # 02-283987-00-9

City of Santa Fe Business

Registration # 17-65070

ATTEST:



YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 6/28/17

APPROVED AS TO FORM:

NDM 6/9
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

Adam K. Johnson
ADAM K. JOHNSON, DIRECTOR
FINANCE DEPARTMENT

22116.510340
BUSINESS UNIT/LINE ITEM

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 Santa Fe Business Incubator (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 business incubation services for the City, including the following:

A. A program to assist early stage businesses to launch, grow and prosper in Santa Fe and regularly measure and track program effectiveness.

1) Business training, mentoring, coaching and workshops directly and/or in collaboration with other business development service providers.

2) Connect client companies to sources of capital, such as loan programs, Angel funding, venture capital, research grants, individual investors and other programs and resources.

B. A program to assist and encourage individuals interested in starting a business by providing: general assistance as appropriate, connections to other

entrepreneurs, collateral materials and referrals to business resources.

C. Professional facility and shared infrastructure for early stage businesses including: office and light production spaces, conference and meeting rooms, common areas, lunch rooms, shared equipment, telecommunications and high speed internet service and/or access.

D. Operation of the shared bio-science laboratory.

E. Promote and market SFBI and its available services and the activities of client companies through a SFBI website, social media, traditional media , in-person outreach and presentations, and other activities and communications highlighting news and activities of SFBI and client companies. (See Exhibit B, Communications for Events and Activities)

F. Work collaboratively with other key community economic development entities to provide additional assistance and resources for clients, and refer clients and others to appropriate resources and programs in the community as needed.

G. In order to help further a city wide data collection effort to better understand the local

entrepreneurial and workforce community, programs and constituent needs, SFBI agrees to contribute requested internal (non-confidential) data to the City's economic development data staff or contractor and to make every reasonable effort to align data collection efforts to inform this effort.

H. Provide metrics and reports in accordance with the scope of work as described in sections A-F. SFBI shall continue to coordinate with the City Office of Economic Development to provide data and reports as required.

I. Provide quarterly reports (see Exhibit A, Sample Quarterly Report) which include information managed in, but not limited to, the Incutrack software system and the following:

(1) The number of client companies/entrepreneurs assisted including SFBI client-tenants, affiliate client-members, and other program participants. Include the number of new clients/members and graduates.

(2) Number of new jobs added by clients/members. These shall be measured according to a full-time annual equivalency.

(3) Sales and revenue, and the amount of investment attracted and loans received.

(4) Note observations and trends in business assistance requests and referrals, including common types of technical assistance needed, emerging trends (ie: concept development; financing; workforce; marketing; etc.).

(5) Develop and distribute a bi-annual online survey to program participants, through Incutrack.

(6) Identify general industry sectors of clients/members and others.

(7) Notable changes or additions to facility or infrastructure including rental spaces, shared equipment, or other. Any notable information about demand for infrastructure services provided or needed.

(8) SFBI shall provide a narrative report with anticipated program plans, changes and goals.

(9) Any other highlights, relevant trends, client service outcomes and developments of note or special interest regarding client companies and SFBI.

J. Provide an annual report (inclusive of the 4th quarter report). In addition to quarterly report metrics, other key metrics shall be gathered on an annual basis and reported in the 4th quarter report.

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 two hundred five thousand dollars (\$205,000) inclusive of 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 and satisfactory deliverables achieved. The Contractor shall also report on expenses in at least four categories: staffing (payroll, benefits, travel, training, etc.), property (make ready, other property costs), Equipment (shared, technology, IT, software, etc.) and program (events, associations, etc.).

The Contractor shall invoice quarterly for services provided in an amount that does not exceed forty percent (40%) of the total compensation for any given quarter and in an amount which reflects the accounting for costs and expenses.

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 terminate amended to June 30, 2017, unless sooner pursuant to Article 6 below.

B. Option to Renew. The City retains the right to renew this Agreement up to three additional one 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.

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

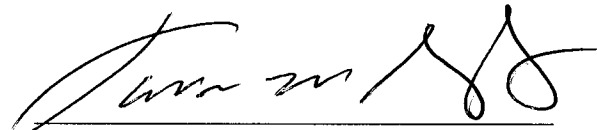
Contractor:
Santa Fe Business
Incubator
3900 Paseo Del Sol
Santa Fe, NM 87505

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

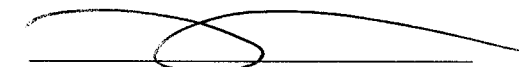
CITY OF SANTA FE:

CONTRACTOR:

SANTA FE BUSINESS INCUBATOR


JAVIER M. GONZALES, MAYOR

DATE: 8/2/16



(Name & Title)
MARIE LONGSERRE, PRESIDENT + CEO
DATE: 8/24/2016

CRS # 02283987009
City of Santa Fe
Business
Registration # 16-65070

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 7/27/16

APPROVED AS TO FORM:

 7/6/16
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

 7-27-2016
OSCAR RODRIGUEZ, DIRECTOR
FINANCE DEPARTMENT

22116.510340
BUSINESS UNIT/LINE ITEM

EXHIBIT A

SFBI SAMPLE REPORTS

Note: Certain metrics, as noted, are collected and reported on a quarterly basis from interim client reports and surveys. These may not be assumed to represent all activity and outcomes in a particular quarter due to differences in client rotations and their fiscal and accounting systems. Other key metrics, as noted, are collected and aggregated on an annual basis. When interim reports are not available from all clients, SFBI reports the most recent data available and notes the approximate percentage of clients/data reported in a quarter. Aggregate metrics are reported annually.

SFBI will note compliance with the contractual scope of work items in a quarterly summary: see Section I. SFBI will submit the following metrics and details quarterly: see Section II. SFBI will submit an annual metrics report: see Section III.

I. COMPLIANCE WITH CONTRACT SCOPE OR WORK. Description of contractual items **not covered** in Quarterly Metrics Section II or Annual Report Section III.

II. QUARTERLY METRICS REPORT. Percentage of clients reporting in quarter: ___%

1. Current Client Companies and Members. Total all current clients/members: ___#
___# *List of core client companies, see attachment #x.*

A. Core Client Companies Total: ___#

i. Client Company Tenants Total: ___#

ii. Client Company Affiliates: ___#

B. Other Members Total: ___#

i. Co-Working: ___#

ii. Launch Pad or Runway, Pre-Incubation -#-

iii. Other: ___#

2. New and Other. Total all new clients/members in current quarter: ___#

A. New Core Clients in the Quarter. Total: ___#

i. New Client Company Tenants Total: ___#

ii. New Client Company Affiliates: ___#

B. New Members/Other in the Quarter: ___#

i. New Co-Working: ___#

ii. New Launch Pad or Runway, Pre-Incubation: ___#

iv. New Other: ___#

C. Total estimated, aggregate number of participants in incubator hosted trainings, business development activities and events in Quarter: ___#

3. Service Providers, Business Development Organizations, Partners Hosted On-Site during the Quarter. Total Number: ___#

- A. Resident Service Providers, Business Development Organizations, Partners.
See list in attachment #x.
- B. Hosted Service Providers, Business Development Organizations, Partners. See attachment #x.
- 4. Types of Clients and Participants
 - A. Current Clients and Members by Type. Companies involved in multiple categories are counted in most applicable category:
 - i. Technology Development, Services, Other
 - 1. Bio-Tech/Life Sciences __#__
 - 2. Software/IT __#__
 - 3. Energy __#__
 - 4. Green Tech (other than energy) __#__
 - 5. Material Science __#__
 - 6. Other Technology as self-defined __#__
 - ii. Manufacturing
 - 1. Technology Manufacturing __#__
 - 2. Other General Manufacturing __#__
 - iii. Non-Technical, Service Providers, Other as self-defined: __#__
 - iv. Other/ Self Defined: __#__
 - B. New Clients and Members by Type. Companies involved in multiple categories are counted in most applicable category:
 - i. Technology Development, Services, Other
 - 1. Bio-Tech/Life Sciences __#__
 - 2. Software/IT __#__
 - 3. Energy __#__
 - 4. Green Tech (other than energy) __#__
 - 5. Material Science __#__
 - 6. Other Technology as self-defined __#__
 - ii. Manufacturing1. Technology Manufacturing __#__
 - iii. Other General Manufacturing __#__
 - iv. Non-Technical, Service Providers, Other __#__
 - v. Other/ as self-defined __#
 - C. Any notable observation or trends from general inquiries from program applicants and participants and others on their need and type of assistance requested.
- 5. Client Graduates/Exits in Quarter. Total: __#__
 - A. Tenant: -#-
 - B. Affiliate Companies: __#__
 - C. Other members: __#__ D.

D. Length of participation in the SFBI program as tenant or affiliate.

6. Note observations and trends in business assistance requests and referrals, including common types of technical assistance requested.
7. Infrastructure provided (per Scope of Services). Describe notable changes or adaptations of the following quarterly:
 - A. Describe Notable Changes to Facility Provisions of:
 - i. Client Rental Space
 - ii. Common areas
 - iii. Shared equipment
 - iv. IT and Telecommunications Infrastructure
 - v. Other
 - B. Describe the infrastructure needs that were identified and how those needs are being met or dealt with, and/or identified unmet needs.
8. Key Economic Impact Metrics Surveyed Quarterly:
 - A. New jobs created in Quarter (full time annual equivalent): #
 - i. Full Time employees/contractors: #
 - ii Part Time employees/contractors: #
 - B. Total Current full time employees/contractors: #
 - C. Total Current part-time employees/contractors: #
 - D. Payroll/wage: \$ xxxx
 - E. Wage Ranges paid. *Wages, see attachment #x.*
 - F. Number of high-wage jobs: #
 - G. Total Sales and/or revenue: \$ xxxx
 - H. Capital/investment funding attracted: \$xxxxx
 - I. Loan funding: \$xxxx
 - J. Grant/contract/research grants-contracts/other revenue: \$xxxxx
9. Developments of note or special interest
 - A. Client company highlights:
 - B. SFBI highlights
 - C. Other
10. Description of support/services offered and notable program successes and impacts. Attach training and business development activities and events list; see attachment #x.
 - A. Core tenant clients and affiliates
 - B. Co-working members
 - C. Launch pad or Runway, pre-incubation participants, other
 - D. General inquiries and walk-ins
 - E. Co-located and collaborative service providers
11. Narrative update on any anticipated program plans, changes and goals.
12. Provide data about applicants and clients in graphic form
 - A. Graph client income and payroll by quarter.

III. ANNUAL REPORT: Key Economic Metrics in Aggregate

- A. New jobs created (full time annual equivalent): #
 - i. Total Full Time employees/contractors: #
 - ii Total Part Time employees/contractors: #
- B. Payroll/wages Annual: \$ xxxx
- C. Wage Ranges paid. *Wages, see attachment #x.*
- D. Number of high-wage jobs in year: #
- E. Total sales and/or revenue Annual: \$ xxxx
- F. Capital/investment funding attracted Annual: \$xxxxx
- G. Loan funding Annual: \$xxxxx
- H. Grant/contract/research grants-contracts/other revenue Annual: \$xxxxx
- I. Number of Core Client Resident/Affiliate Served Annual: #
- J. Number of Member/other clients served Annual: #
- K. Estimated, aggregate number of event and training attendees annual
- L. Description of the attraction and development of potential SFBI clients and how the pipeline is managed.
- M. Description of any plans for major expansions, additions or changes to operations and programs in the next fiscal year.
- N. Narrative update on any ideas or recommendations to align incubator programs with other economic development programs in the community and at the City of Santa Fe.
- O. Data about applicants and clients in graphic form
 - A. Submit a graphic that shows industry types.
 - B. Graph of annual client income and payroll.
- P. Provide an annual expense interim report that is divided into 4 or more categories; property, equipment, staffing, programs and other.

EXHIBIT B - Communications for Events and Activities

SFBI will utilize several media channels to regularly communicate programs and activities and as new and notable events or updates occur:

1. Copy the City on press releases and media announcements of upcoming events, the outcomes of SFBI activities and noteworthy client news.
2. Copy the City on email notices we send our participants about upcoming programs and opportunities.
3. Use social media to give notice of activities and client news, including Facebook, as well as other appropriate technology platforms.
4. Work with traditional media outlets to recognize and promote clients, activities and outcomes.
5. Notify the City of long-range plans and new programs in the appropriate sections of the quarterly reports.
6. Exclusive of quarterly reports, contact the City when more involved long-term events and programs are to be held that provide opportunities for the City to promote and support them, for example: Start-Up Weekend.
7. Distribute electronically SFBI “Insider” newsletters and special “Flash Focus” updates on SFBI, clients and outcomes to City staff and leadership.
8. Participate in collaborative groups and programs such as: The Santa Fe Business Service Providers group, where information about programs and activities is shared with the City and other area business service providers.

American Hallmark Insurance Company of Texas

777 Main St Ste 1000 Fort Worth, TX 76102

COMMERCIAL GENERAL LIABILITY**RENEWAL DECLARATION****POLICY NO. 44-CL-414673-19/000**

RENEWAL OF 44-CL-000414673-18

NAMED INSURED AND MAILING ADDRESS**AGENCY AND MAILING ADDRESS****7149**REGIONAL DEVELOPMENT CORPORATION
PO BOX 2698
ESPANOLA NM 87532BLUE CHIP INSURANCE AGY, INC.
PO BOX 5355
SANTA FE NM 87502

POLICY PERIOD: From 06/05/2016 to 06/05/2017 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

LIMITS OF INSURANCE

GENERAL AGGREGATE	\$	2,000,000	
PRODUCTS-COMPLETED OPERATIONS AGGREGATE	\$	INCLUDED	
PERSONAL INJURY & ADVERTISING INJURY	\$	1,000,000	
EACH OCCURRENCE	\$	1,000,000	
DAMAGE TO PREMISES RENTED TO YOU	\$	100,000	ANY ONE PREMISES
MEDICAL EXPENSE	\$	5,000	ANY ONE PERSON

STATE - 1

LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY:

LOC # 1: 706 BOND ST	ESPANOLA, NM 87532
LOC # 2: 1704 LENA ST	SANTA FE NM 87505

LOC CLASSIFICATION	CODE	PREMIUM BASIS	PMS RATE	PDTS RATE
1 BUILDINGS OR PREMISES - OFFICE - NOT-FOR-PROFIT ONLY PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT	61227	AREA	1,600 118.965	INCL
2 BUILDINGS OR PREMISES - BANK OR OFFICE - MERCANTILE OR MANUFACTURING - MAINTAINED BY THE INSURED (LESSOR'S RISK ONLY) - OTHER THAN NOT-FOR-PROFIT PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT	61217	AREA	500 35.923	INCL

HIRED AUTO LIABILITY PREMIUM \$ 120

NON-OWNED AUTO LIABILITY PREMIUM \$ 49



WESTFIELD
INSURANCE

Sharing Knowledge. Building Trust.®

COMMERCIAL PACKAGE POLICY
RENEWAL
COMMON POLICY DECLARATIONS

34

COMPANY PROVIDING COVERAGE

WESTFIELD INSURANCE COMPANY

NAMED INSURED AND MAILING ADDRESS

AGENCY

30-02031

PROD.

000

SANTA FE BUSINESS INCUBATOR
3900 PASEO DEL SOL
SANTA FE NM 87507

HUB INTERNATIONAL SW LTD
2044 GALISTEO STE 2
SANTA FE NM 87505-2100
TELEPHONE 505-982-4296

Policy Number: CWP 7 331 729

| 11 |

WIC Account Number: 3070000637

| Q

**Policy
Period**

**From
To**

11/18/15
11/18/16

**at 12:01 A.M. Standard Time at your
mailing address shown above.**

Business: BUSINESS SERVICES PROVIDER

Named Insured is: NON-PROFIT ORGANIZAT

**In return for the payment of the premium, and subject to all terms of this
policy, we agree with you to provide the insurance as stated in this policy.**

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS

COMMERCIAL PROPERTY COVERAGE PART	\$	7,446.00
COMMERCIAL GENERAL LIABILITY COVERAGE PART	\$	1,464.00
COMMERCIAL AUTO COVERAGE PART	\$	54.00
COMMERCIAL INLAND MARINE COVERAGE PART		Included
CRIME AND FIDELITY COVERAGE PART		Included
COMMERCIAL UMBRELLA COVERAGE PART	\$	750.00
TERRORISM INSURANCE COVERAGE	\$	97.00

Policy Annual Premium \$ 9,811.00

Total Advance Annual Policy Premium \$ 9,811.00

The above is a summary of your coverages. For more detail,
please refer to the individual coverage parts inside your policy.

Forms and Endorsements applicable to all coverage parts:

IL0019 0488 , IL0017 1198 , ID7004 0411 , IL0003 0908 .

COUNTERSIGNED:

11-16-15

Date

BY

Emily Harman

Authorized Representative



WESTFIELD INSURANCE

Sharing Knowledge. Building Trust.®

34

RENEWAL COMMERCIAL PROPERTY DECLARATIONS

COMPANY PROVIDING COVERAGE

WESTFIELD INSURANCE COMPANY

NAMED INSURED AND MAILING ADDRESS

AGENCY

30-02031

PROD.

000

SANTA FE BUSINESS INCUBATOR
3900 PASEO DEL SOL
SANTA FE NM 87507

HUB INTERNATIONAL SW LTD
2044 GALISTEO STE 2
SANTA FE NM 87505-2100
TELEPHONE 505-982-4296

Policy Number: CWP 7 331 729

| 11 |

WIC Account Number: 3070000637

| Q

Policy
Period

From
To

11/18/15
11/18/16

at 12:01 A.M. Standard Time at your
mailing address shown above.

DESCRIPTION OF PREMISES

Loc Bldg Address, City & State

Construction

Occupancy

001 001 3900 PASEO DEL SOL
SANTA FE, NM 87507

Non-
Combustible

MULTI OCCUPANCY LRO

001 002 3900 PASEO DEL SOL
SANTA FE, NM 87507

Masonry Non-
Combustible

LRO AND OFFICE

COVERAGES PROVIDED - Insurance at the described premises applies only for coverages for which a limit of insurance is shown. **OPTIONAL COVERAGES** applicable only when entries are made in the schedules below:

Loc Bldg	Coverage	Coins	Infl. Guard	Repl. Cost	Limit of Insurance	Premium
	Blanket Building	100%	4%	See Below	\$4,058,000	\$6,737
	Blanket Business Pers Prop	100%	N/A	See Below	\$99,000	\$492
001 001	Building	Blkt	Yes	Yes	Blanket	Blanket
	Cause of Loss: Special					
001 001	Business Personal Property	Blkt	N/A	Yes	Blanket	Blanket
	Cause of Loss: Special					
001 001	Bus Income incl Rental Value		N/A	N/A	12 mos. ALS	\$16
	Cause of Loss: Special					
001 002	Building	Blkt	Yes	Yes	Blanket	Blanket
	Cause of Loss: Special					
001 002	Business Personal Property	Blkt	N/A	Yes	Blanket	Blanket
	Cause of Loss: Special					
001 002	Bus Income incl Rental Value		N/A	N/A	12 mos. ALS	\$14
	Cause of Loss: Special					

OPTIONAL COVERAGES

Loc Bldg Applicable to

Option Description

Premium

001 001

Tier 1 Expanded Property Endt

\$107

001 002

Tier 1 Expanded Property Endt

\$80

Total Advance Annual Property Premium \$ 7,446.00

Mortgage Holder

Loc Bldg

001 001 CITY OF SANTA FE ECONOMIC
DEVELOPMENT DIVISION
PO BOX 909
SANTA FE, NM 87504

Loc Bldg

001 002 CITY OF SANTA FE ECONOMIC
DEVELOPMENT DIVISION
PO BOX 909
SANTA FE, NM 87504

Deductible is \$500

Forms and Endorsements applicable to this coverage part:

CP0030	0607*, CP0090	0788, CP7070	0712, IL0952	0115*, IL0178	0907,
CP0136	0300, IL0298	0515*, CP0140	0706, CP1032	0808, CP7097	1113,
CPDS00	1014*, CP1030	0607, CP0010	0607, CP1218	0607*, CP7096	1109,
CP0415	1000, CP0405	0402, CP1230	0695, CP0407	1091, CP0440	0607,
CP0417	0607, CP0401	1000,			



WESTFIELD INSURANCE

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34

RENEWAL COMMERCIAL PROPERTY EXPANDED COVERAGE ENDORSEMENT - TIER 1 SCHEDULE

COMPANY PROVIDING COVERAGE

WESTFIELD INSURANCE COMPANY

NAMED INSURED AND MAILING ADDRESS

AGENCY

30-02031

PROD.

000

SANTA FE BUSINESS INCUBATOR
3900 PASEO DEL SOL
SANTA FE NM 87507

HUB INTERNATIONAL SW LTD
2044 GALISTEO STE 2
SANTA FE NM 87505-2100
TELEPHONE 505-982-4296

Policy Number: CWP 7 331 729

| 11 |

WIC Account Number: 3070000637

| Q

Policy
Period

From
To

11/18/15
11/18/16

at 12:01 A.M. Standard Time at your
mailing address shown above.

COMMERCIAL PROPERTY EXPANDED COVERAGE ENDORSEMENT - TIER 1 SCHEDULE

This schedule modifies insurance provided under the
COMMERCIAL PROPERTY EXPANDED COVERAGE ENDORSEMENT - TIER 1

LOCATION SCHEDULE

Note: Crime Coverages included via CR 00 21 (or CR 00 25) apply on a
policy-level basis, including those locations/buildings not scheduled below.

Loc. Bldg.

No. No.
001 001
001 002

Address, City & State

3900 PASEO DEL SOL, SANTA FE, NM 87507
3900 PASEO DEL SOL, SANTA FE, NM 87507

The limits listed in Section I below are the most we will pay for each coverage
in any one occurrence unless a different limit is listed in Section II below.
(Refer to policy language for specific coverages, conditions and exclusions.)

Section I

Coverage

Limit of Insurance

Accounts Receivable (CM 00 66)	
Property At Your Premises	\$25,000
Property Away From Your Premises	NIL
Backup of Sewers or Drains	\$25,000
Brands and Labels (CP 04 01)	Included
Business Income from Dependent Properties	\$25,000
Changes in Temperature	\$1,000
Computer Coverage	
Hardware, Data and Media	\$25,000
Laptops/Portable Computers and Software (away from premises)	\$10,000
Credit Card Invoices	\$1,000
Debris Removal - Additional Insurance (CP 04 15)	
Building & Contents (Combined)	\$50,000
Deferred Payments	\$25,000
Employee Theft (CR 00 21) Or	
Employee Theft - Per Loss Coverage (CR 00 25)	\$25,000
Deductible Amount Per Occurrence:	NIL
Extra Expense	\$50,000
Fine Arts (IM 74 00)	
Max per item	\$2,500
Catastrophe Limit	\$10,000
Deductible:	NIL
Breakage:	Breakage Exclusion Applies
Fire Department Service Charge	\$10,000
(Virginia Includes Volunteer Fire Departments)	
(Increased Limits Are Not Available For Arizona)	



WESTFIELD
INSURANCE

Sharing Knowledge. Building Trust.®

RENEWAL
COMMERCIAL PROPERTY EXPANDED COVERAGE
ENDORSEMENT - TIER 1 SCHEDULE

34

COMPANY PROVIDING COVERAGE		WESTFIELD INSURANCE COMPANY		
NAMED INSURED AND MAILING ADDRESS		AGENCY	30-02031	PROD. 000
SANTA FE BUSINESS INCUBATOR 3900 PASEO DEL SOL SANTA FE NM 87507		HUB INTERNATIONAL SW LTD 2044 GALISTEO STE 2 SANTA FE NM 87505-2100 TELEPHONE 505-982-4296		
Policy Number: CWP 7 331 729		11	WIC Account Number: 3070000637	
Policy Period	From To	at 12:01 A.M. Standard Time at your mailing address shown above.		
	11/18/15 11/18/16			
Fire Extinguisher Recharge Expense		Included		
Forgery or Alteration (CR 00 21 or CR 00 25)		\$25,000		
Deductible Amount Per Occurrence:		NIL		
Foundations of Buildings		Included		
Inside the Premises - Theft of Money & Securities (CR 00 21 or CR 00 25)		\$25,000		
Deductible Amount Per Occurrence:		NIL		
Outside the Premises (CR 00 21 or CR 00 25)		\$25,000		
Deductible Amount Per Occurrence:		NIL		
Inventory and Appraisals		\$10,000		
Lock Replacement		\$2,500		
Newly Acquired or Constructed Property				
Buildings		\$1,000,000/180 days		
Business Personal Property		\$500,000/180 days		
Business Income		180 days		
Ordinance or Law (CP 04 05)				
Loss to undamaged portion of Building (if applicable)		Incl up to bld lmt		
Demolition Cost		\$50,000		
Increased Cost Of Construction		\$50,000		
Outdoor Property				
Any one tree, shrub or plant		\$1,000		
Any one occurrence		\$10,000		
Outdoor Signs		\$12,500		
Patterns, Dies, Molds, and Forms		\$10,000		
Peak Season - Automatic Increase (CP 12 30)				
Period (From/To): Annual Policy Period		Lesser of: 25% or \$50,000		
Personal Effects and Property of Others				
Any one person in any one loss		\$5,000		
Any one occurrence		\$10,000		
Pollutant Clean Up and Removal (CP 04 07)		\$25,000		
Deductible:		NIL		
Premises Boundary Increased Distance		1,000 feet		
Property in Transit		\$20,000		
Property off Premises		\$25,000		
Max per salesperson		\$10,000		
Reward Payment				
Information		\$10,000		
Stolen Property		\$10,000		
Spoilage includes Refrigeration Maintenance Agrmt, Selling Price, Breakdown Or Contamination and Power Outage (CP 04 40)		\$10,000		
Deductible:		\$500		



WESTFIELD
INSURANCE

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RENEWAL
COMMERCIAL PROPERTY EXPANDED COVERAGE
ENDORSEMENT - TIER 1 SCHEDULE

COMPANY PROVIDING COVERAGE

WESTFIELD INSURANCE COMPANY

NAMED INSURED AND MAILING ADDRESS

AGENCY

30-02031

PROD.

000

SANTA FE BUSINESS INCUBATOR
3900 PASEO DEL SOL
SANTA FE NM 87507

HUB INTERNATIONAL SW LTD
2044 GALISTEO STE 2
SANTA FE NM 87505-2100
TELEPHONE 505-982-4296

Policy Number: CWP 7 331 729

| 11 |

WIC Account Number: 3070000637

| Q

**Policy
Period**

**From
To**

11/18/15
11/18/16

**at 12:01 A.M. Standard Time at your
mailing address shown above.**

Stamps, tickets, including lottery tickets held for sale, and
letters of credit \$500

Utility Services - Direct Damage (CP 04 17)
Building \$10,000

Includes: Water Supply Property
Communication Supply Property (No Overhead
Transmission Lines)
Power Supply Property (No Overhead Transmission
Lines)

Business Personal Property \$10,000

Includes: Water Supply Property
Communication Supply Property (No Overhead
Transmission Lines)
Power Supply Property (No Overhead Transmission
Lines)

Vacancy 11% Occupied

Valuable Papers and Records (CM 00 67)
All Other Covered Property \$25,000
Property Away From Your Premises \$5,000
Deductible: NIL

**If a limit is listed in Section II, that limit will supersede the limit in
Section I for the designated coverage(s), location(s) and building(s)
listed below.**

If no limit is listed in Section II, there are no changes to Section I.

Note: If "All" is designated as the Loc. No./Bldg. No. Coverage applies to all
locations, including those locations / buildings not scheduled.

Section II

**Loc. Bldg.
No. No. Coverage**

Limit of Insurance



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 Santa Fe Business Incubator

3 Complete information requested ☐ Plus GRT

☒ Inclusive of GRT

Original Contract Amount: \$205,000.00

Termination Date: June 30, 2013

☐ Approved by Council Date: _____

☐ or by City Manager Date: _____

Contract is for: Provide Incubation services for the City.

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

☐ or by City Manager Date: _____

Amendment is for: _____

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) ☐ Plus GRT

☐ Inclusive of GRT

Amount \$ _____ of original Contract# _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ _____



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

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

RFP# 16/38/P Date: May 31, 2016

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

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

7 Funding Source: Economic Development Fund **BU/Line Item:** 22116.510300

8 Any out-of-the ordinary or unusual issues or concerns:

(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Jessica Sandoval

Phone # _____ -6334

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

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 Santa Fe Business Incubator

3 Complete information requested ☐ Plus GRT
☒ Inclusive of GRT

Original Contract Amount: \$205,000.00

Termination Date: June 30, 2017

☒ Approved by Council Date: July 27, 2016

☐ or by City Manager Date: _____

Contract is for: Provide Incubation services for the City.

Amendment # 2 to the Original Contract# 06-0707

Increase/(Decrease) Amount \$ \$150,000.00

Extend Termination Date to: June 30, 2019

☐ Approved by Council _____

☐ or by City Manager Date: _____

Amendment is for: Provide Incubation services for the City.

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) ☐ Plus GRT
☒ Inclusive of GRT

Amount \$ 205,000.00 of original Contract# 16-0707 Termination Date: 06/30/2017

Reason: Provide Incubation services for the City.

Amount \$ 200,000.00 amendment # 1 Termination Date: 06/30/2018

Reason: Provide Incubation services for the City.

Amount \$ 150,000.00 amendment # 2 Termination Date: 06/30/2019

Reason: Provide Incubation services for the City.

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ \$555,000.00



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

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

RFP# 16/38/P Date: May 31, 2016

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 Procurement History: 3rd of 4 year contract

example: (First year of 4 year contract)

Purchasing Officer Review

Comments or Exceptions: _____

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

Budget Officer Approval

Comments or Exceptions: _____

8 Any out-of-the ordinary or unusual issues or concerns:

(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Jessica Sandoval

Phone # 6334

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:

Item 2

**CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT**

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated August 2, 2016 (the "Agreement"), between the City of Santa Fe (the "City") and Youthworks (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 19 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 paragraph D, Section 3, 4 and 5 and are amended and Article 1 paragraph D, Section 6 and 7 are removed so that article 1 paragraph D item 3, 4 and 5 reads in its entirety as follows:

D. Deliverables: Upon incremental completion of the services outlined in Article 1.B. above, the Contractor shall provide the following deliverables:

(3) 40-50 total participants shall be engaged in the services provided through the WIP program throughout the program year.

(4) 30-35 individuals (approximately 70%) shall successfully complete the WIP program in the course of the program year. Successful program completion is quantified as

360 hours of combined educational development, job and entrepreneurial training and direct apprenticeship placement.

(5) 8-10 individuals (approximately 20%) of WIP participants shall be enrolled in at least one community college course or another career or skills oriented certification course within the timeframe of the placement or within the six month program follow-up period.

1. COMPENSATION

Article 3 paragraph A, Section 1 and 2, is amended to increase by the sum of one hundred forty thousand dollars (\$140,000), so that article 3 paragraph A, Section 1 and 2 reads as follows:

A. The City shall pay to the Contractor a sum not to exceed three hundred six thousand six hundred ten dollars (\$506,610) inclusive of gross receipts taxes. Payment shall be made according to the following:

(1) A sum of eighty three thousand dollars (\$83,000) for program management services and administrative and accounting costs. This payment shall be made incrementally by the City to Contractor on a bi-weekly basis over the course of twelve months.

(2) A sum of fifty seven thousand dollars (\$57,000) shall be made to the Contractor for direct expenses related to participants in the program. This includes, but is not limited to, wages, tuition, supportive services needs and supplies and contractual Entrepreneurial Consulting fees, and seed funds for up to 5 participants to start small businesses. This shall be reimbursed with supporting documentation of actual expenses.

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 July 1, 2018, and terminate on June 30, 2019, unless sooner pursuant to Article 6 infra.

B. Option to Renew. The City retains the right to renew this Agreement up to one additional one 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 Amendment No. 1, 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. 2 to the City of Santa Fe Professional Services Agreement as of the date set forth below.

CITY OF SANTA FE:

ALAN WEBBER,
MAYOR

Date: _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CONTRACTOR:
YOUTHWORKS

By: _____

Date: _____

CRS # 02-471161-006

City of Santa Fe Business

Registration # 18 – 0091367

APPROVED AS TO FORM:

GENO ZAMORA,
INTERIM CITY ATTORNEY

APPROVED:

KENT DEYOUNG, INTERIM DIRECTOR
FINANCE DEPARTMENT

22116.510340
BUSINESS UNIT/LINE ITEM

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#16-0708**

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 Youthworks (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. COMPENSATION

Article 3 paragraph A, Section 1 and 2, is amended to increase by the sum of one hundred eighty thousand dollars (\$180,000), so that article 3 paragraph A, Section 1 and 2 reads as follows:

A. The City shall pay to the Contractor a sum not to exceed three hundred sixty six thousand six hundred ten dollars (\$366,610) inclusive of gross receipts taxes. Payment shall be made according to the following:

(1) A sum of ninety seven thousand six hundred sixty one dollars (\$97,661) for program management services and administrative and accounting costs. This

payment shall be made incrementally by the City to Contractor on a bi-weekly basis over the course of twelve months.

(2) A sum of eighty two thousand three hundred thirty nine dollars (\$82,339) shall be made to the Contractor for direct expenses related to participants in the program. This includes, but is not limited to, wages, tuition, supportive services needs and supplies and contractual Entrepreneurial Consulting fees, and seed funds for up to 5 participants to start small businesses. This shall be reimbursed with supporting documentation of actual expenses.

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 July 1, 2017, and terminate on June 30, 2018, unless sooner pursuant to Article 6 infra.

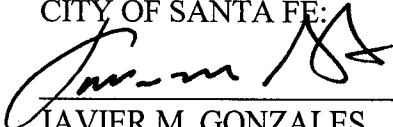
. B. Option to Renew. The City retains the right to renew this Agreement up to two (2) additional one (1) year terms contingent upon parties reaching an agreement as to the terms and conditions. The option may be exercised by the City by notifying Contractor in writing at least 45 days prior to the expiration.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, 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:

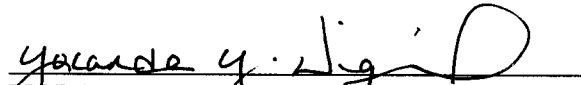

JAVIER M. GONZALES,

MAYOR

Date:

8/7/17

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 8/26/17

CONTRACTOR:

YOUTHWORKS

By:

Date:


08/11/17

CRS # 02-471161-006

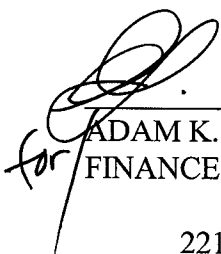
City of Santa Fe Business

Registration # 17 - 0091367

APPROVED AS TO FORM:


KELLEY A. BRENNAN, 6/19
CITY ATTORNEY

APPROVED:


Budget Officer
08/02/17
for ADAM K. JOHNSON, DIRECTOR
FINANCE DEPARTMENT
22116.510340
BUSINESS UNIT/LINE ITEM

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 YouthWorks (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 services to the City by executing the Workforce Innovation Program (WIP) for disengaged local youth, as referenced in Appendix A.

B. Program Deliverables: Outcomes for the Workforce Innovation Program shall include:

- (1) Train at-risk youth for stable employment in the community.
- (2) Assist businesses to manage employment of disengaged youth and integrate them successfully into company operations.
- (3) Increase the number of qualified workers in Santa Fe.
- (4) Improve the economic stability for youth in Santa Fe and the greater community.

(5) To promote entrepreneurial efforts and business formation knowledge among the youth and young adult community of Santa Fe.

C. Program Components: Successful execution of the WIP includes but is not limited to the following:

(1) Provide enhanced workforce development through soft skills training (i.e. writing resumes, interview skills, appropriate dress, and timeliness.)

(2) Prepare at-risk youth to work in growing industries by building relevant skills for potential career areas including: science and technology, sustainability, culinary, health care, building trades, and other areas that offer career pathways and opportunity.

(3) Provide apprenticeship placements with local businesses. A completed apprenticeship placement is defined as 240 -360 hours (average placement is 9-12 weeks x 30 hrs/week) to include educational development, job and entrepreneurial training, professional training and on the job hours delivered in apprenticeship placement.

(4) Develop and implement higher education and career pathways for WIP program participating youth in alignment with chosen career tracks through enrollment in community college and/or other certification coursework. A

(5) Provide basic entrepreneurial training and business operation knowledge with the option of assisting participants to start-up entrepreneurial ventures under the fiscal and programmatic guidance of YouthWorks, including the potential need to enlist professional consultants/trainers, to promote small business start-up as a potential career pathway.

D. Deliverables: Upon incremental completion of the services outlined in Article 1.B. above, the Contractor shall provide the following deliverables:

(1) A minimum of 20 hours of soft skills training shall be delivered and completed per participant.

(2) A minimum of 240 and a maximum of 360 hours of apprenticeship placement shall be completed per participant (the approximate range of 20 hours per week for 32 hours per week with participating employer).

(3) 60-70 total participants shall be engaged in the services provided through the WIP program throughout the program year.

(4) 35-45 individuals (approximately 70%) shall successfully complete the WIP program in the course of the program year. Successful program completion is quantified as 360 hours of combined educational development, job and entrepreneurial training and direct apprenticeship placement.

(5) 12-15 individuals (approximately 20%) of WIP participants shall be enrolled in at least one community college course or another career or skills oriented certification course within the timeframe of the placement or within the six month program follow-up period.

(6) Up to 12-14 participants may attend WIP Future Entrepreneur Program's entrepreneurial courses as designed. Each enrollee shall receive knowledge and skills to understand simple, small business design and each shall be required to create and submit a business plan by the completion of the course.

(7) Up to five (5) Future Entrepreneur Program participants may be selected to receive business start-up seed funding in order to launch a small business. Selection criteria shall include, but is not limited to, a viable business plan. These individuals/businesses shall receive coaching in product/idea design, marketing and business sustainability through the professional assistance of the Future Entrepreneur Program Coordinator(s).

Additionally, promising entrepreneurial small business ventures may be launched in the creation of eventual youth-run businesses with the assistance/guidance of YouthWorks and necessary professional trainers.

(8) Tracking of participant program

achievements and post program information shall be conducted for a minimum of six months after program exit to include documentation of subsequent educational and/or career steps. This information shall include, but is not limited to, a) number of participants employed, b) number enrolled in higher education or career certification, c) other notable job and career achievements, d) number participating/attending entrepreneurial program workshops, and e) those for whom no information is no longer available.

(9) Results of participant intake and exit skills assessment surveys shall be documented for each participant. Data shall be provided to the City of Santa Fe via quarterly reporting.

E. Monthly Reports: Provide Monthly Reports that reflect the contract deliverables and economic development impacts for the City of Santa Fe. The report shall include both quantifiable and qualitative measures.

(1) Number of program participants positively engaged in the WIP program per month.

(2) Number of program participants who receive or make progress towards levels of GED attainment and/or any certifications or college credits obtained.

(3) Number of program participant hours completed to date, breakdown of those hours (training, apprenticeship and job type, entrepreneurial) and progress towards completion of program (per participant), as well as -- overall progress towards the completion of WIP contract deliverables.

(4) Monthly reported data/tracking of case management items to be addressed for every participant, including the resource needs of each apprentice, how the needs are met, supportive services employed, and any notes on barriers to progress.

(5) Provide a list of businesses/employers participating in the program including business type.

(6) Provide a list of Future Entrepreneurial Program Workshop content, dates and number of participants in attendance. Narrated workshop content/subject matter shall be attached, as well as any instructional tools or materials that were provided to participants if not copyrighted.

F. Final Report: Provide a final aggregate report and summary, upon completion of all services, regarding all WIP activities undertaken and data obtained to support overall program evaluation and effectiveness.

G. Marketing: The Contractor agrees to include on all marketing materials, the City of Santa Fe's logo and related branding.

H. In order to further a city wide data collection effort to better understand the local entrepreneurial and workforce community, programs and constituent needs, Contractor agrees to contribute requested internal (non-confidential) data by the City's economic development data staff or contractor and to make every reasonable effort to align data collection efforts to inform this effort.

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 one hundred eighty six thousand six hundred ten

dollars (\$186,610) inclusive of gross receipts taxes. Payment shall be made according to the following:

(1) A sum of one hundred two thousand two hundred seventy one dollars (\$102,271) for program management services and administrative and accounting costs. This payment shall be made incrementally by the City to Contractor on a bi-weekly basis over the course of twelve months.

(2) A sum of eighty four thousand three hundred thirty nine dollars (\$84,339) shall be made to the Contractor for direct expenses related to participants in the program. This includes, but is not limited to, wages, tuition, supportive services needs and supplies and contractual Entrepreneurial Consulting fees, and seed funds for up to 5 participants to start small businesses. This shall be reimbursed with supporting documentation of actual expenses.

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 work completed for WIP, which shall include but is not limited to staff achievements and accomplishments of WIP

participants. This is in addition to the monthly 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 terminate amended to June 30, 2017, unless sooner pursuant to Article 6 below.

B. Option to Renew. The City retains the right to renew this Agreement up to three (3) 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.

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

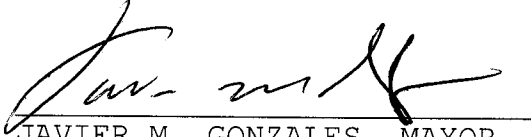
Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

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

Contractor:
YouthWorks
1000 Cordova Place
#415
Santa Fe, NM 87505

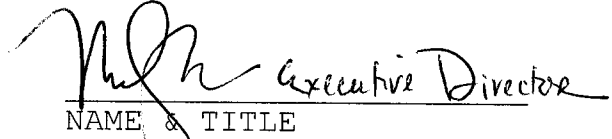
IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:


JAVIER M. GONZALES, MAYOR

DATE: 8/2/16

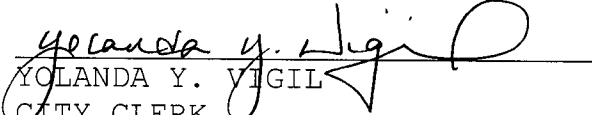
CONTRACTOR:
YOUTHWORKS


NAME & TITLE


DATE: 08/10/16

CRS # 02-471161-006
City of Santa Fe
Business
Registration # 16-0091367

ATTEST:


YOLANDA Y. VIGIL
CITY CLERK
CC mtg. 7/27/16

APPROVED AS TO FORM:


KELLEY A. BRENNAN,
CITY ATTORNEY

APPROVED:


OSCAR RODRIGUEZ, DIRECTOR
FINANCE DEPARTMENT

22116.510340
BUSINESS UNIT/LINE ITEM

APPENDIX A:

Project Narrative: The Workforce Innovation Program (WIP) is a job training and workforce development program with an entrepreneurial component that will engage sixty (60) to seventy (70) disadvantaged youth and young adults (ages 16-24) in job training and apprenticeships up to (but not limited to) 360 hours per participant over the course of the 12 month grant period.

The primary goal of the Workforce Innovation Program is to build the skills and labor market preparedness of Santa Fe's workforce through paid mentored, internship placements for disadvantaged youth in partnership with local businesses and professionals. Through the integration of:

- on-the-job training and
- intensive job readiness/soft-skills training,
- skills assessments/educational needs assessments,
- career path interest identification,
- individualized case management,
- specialized skills development through college or professional certification course enrollment, and
- the opportunity to receive entrepreneurial training workshops and consultancy,

the Workforce Innovation Program (WIP) will equip every participant with the entry-level skills needed to transition to either 1) unsubsidized career-track employment, 2) the pursuit of advanced training/education, or 3) apply gained knowledge in regard to entrepreneurialism and business start-up models and initiatives.

Entrepreneurial Program participants will each prepare a small business plan, with the possibility for a select few to receive start-up business seed funds to launch a small income producing operation.

Job placement will include but is not limited to the following areas:

- (1) Health Care and associated Medical Arts
- (2) Trades (Green and Traditional)
- (3) Science and Technology
- (4) Landscaping/Horticulture
- (5) Media Arts and Production
- (6) Culinary Arts
- (7) Newly established Business operations of any nature.

WIP Program Process: Participants will be selected from a pool of applicants that pass through an application process, which includes an interview conducted by trained staff, mental toughness activities to include pre-placement assessments, and a formal orientation that includes soft skills training and that provides an overview of program requirements and program expectations.

Apprenticeship Pay Structure: Selected participants will receive stipends of \$10.91 per hour for up to 32 hours per work/training week for up to twelve weeks or any combination of approved program engagement hours totaling up to a minimum of 240 to a maximum of 360 hours.

Participating Program Employers: Employers will participate in a program orientation outlining requirements and expectations. Employers will be eligible to receive coaching and support in the provision of positive mentoring and supervision of participant intern/employees. Employers will be required to commit to contribute \$7.60 per hour for each trainee with additional costs and insurance covered by iYouthWorks!. If a dedicated employer is unable to contribute the required amount, iYouthWorks! may elect to fully subsidize an apprentice for a limited time until the employer has the necessary funds accrued for contribution.

Job and Career Coaching: Before placement, the WIP program Coordinator/Job coach will help participants explore job interests through the application of a career interest/skills assessment tool to match career options with their interests. Results will be analyzed and utilized to ensure appropriate apprenticeship placement and to assist in the design of an impactful educational/training plan for use in the future. In addition, the assessments will be administered twice throughout the apprenticeship period to measure all areas of skills gain/improvement over time.

Individualized Case Management: Participants will receive weekly individualized coaching and case management to ensure successful placement. Case managers will work closely with participants to assist to solve personal issues and identify supportive resources & services, such as obtaining a driver's license or finding housing that will enable participants to successfully complete their apprenticeship placement as well as achieve their future with sustained stability. Case management is a critical component in working with this disenfranchised population. Case management delivers a wrap around support system designed to fully engage and support youth and young adults in their employment commitment. Case managers support each individuals' personal growth and community engagement throughout the program, and thereafter. This support delivers measurable positive impact in the lives of participants as well as for the reduction of recidivism and non-productivity among the youth and young adult population of Santa Fe in the community part of the program will prepare students for college and career success by building basic soft and

technical skills, including but not limited to: literacy, math, time management, , communication skills and the ability to work as a team member.

Trainee Education: iYouthWorks! will offer staggered educational resources based of the needs of WIP participants measured by The Adult Basic Education Test (TABE), including: GED preparation courses, pre-GED testing assessments, college advisement, college course enrollment, certificate program enrollment, and tutoring services in all subject areas. Additionally, Computer Literacy courses will be offered at the facilities to prepare students for increased technological demands in the workplace. iYouthWorks! will partner with staff at Santa Fe Community College (SFCC) and trades professionals to place participants in appropriate classes and workshops and provide educational support for college and career certification success. By becoming involved with local businesses, professionals and the community college, students will increase their leadership skills and critical thinking abilities while becoming productive members of the community.

Future Entrepreneurs Training: The Entrepreneurial Training Course will educate youth in the concepts surrounding the starting and owning of their own businesses. They will be led through the development of an idea or product by designing a basic business plan. YouthWorks may appropriate funds for up to 5 participants' business plan designs for start-up seed funding.-These five participants will receive individualized business coaching, product/idea development and assistance with marketing to launch a small business.

Project Schedule: A series of 12-week apprenticeships and/or “mentored-internship” sessions will be conducted during the 12-month program period. A final report for the City of Santa Fe will be prepared at the end of the 12-month contract period. During each apprenticeship period, iYouthWorks! will deliver 1) an orientation for businesses 2)as well as participants, 3)soft skills training for all participants prior to and as needed throughout placement, 4)administration of two skills assessment tests to take place during the 12 week period, to measure skills gain and progress, and a 5)final employer and 6) apprentice evaluation will be conducted. 7)A bi-annual scheduled Entrepreneurship Training Program coursework will be conducted through contractual coordination of entrepreneurial trainer(s), open to current and potential participants.

Each quarterly WIP session will consist of youth participants working an average of 32 hours per week for 12 weeks or the equivalent of 360 total hours. An estimated total of sixty (60) to seventy (70) at-risk-youth participants will participate in the WIP; The program will begin in July 2014 and finalize in June 2015.

Planning Phase:

1. Update and create additional program materials, policies, procedures and program structure

2. Create a detailed timeline by which to implement all program components
3. Recruit and retain contractual Entrepreneurship Coordinator(s) for Future Entrepreneurs Program Course and materials design and implementation.
4. Recruit interested employer/businesses for apprenticeship placement.
5. Define apprenticeship program opportunities and employer needs
6. Identify other programs to support apprenticeships
7. Finalize College Course Curriculum and Soft Skills Curriculum
8. Collaborate with Santa Fe Community College to set-up enrollment, registration and administration procedures and processes for potential college or certification course enrollment
9. Plan and develop employer mentoring training for employers

Benchmarks:

1. Initiate youth interviews and participant orientation at the beginning of each program session.
2. Recruit and retain interested businesses and employers.
3. Interview employers and youth to make appropriate placements and matches.
4. Conduct entrepreneurial training courses in collaboration with local professionals such as Santa Fe Business Incubator and other resources.
5. Develop relationships with employers and apprentices to resolve conflicts and provide support
6. Maximize placement of participants for each period
7. Conduct and record assessments and skills attainment for progress reporting
8. Conduct case management and follow up services for each participant



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2016

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).

PRODUCER Conservation United PO Box 759 Higley AZ 85236	CONTACT NAME: Kelly Cassady PHONE (A/C, No, Ext): (844) 559-8336 E-MAIL ADDRESS: FAX (A/C, No): (602) 388-8110
INSURED Santa Fe Youth Works 1000 Cordova Pl #415 Santa Fe NM 85706	INSURER(S) AFFORDING COVERAGE INSURER A: Security National Insurance Co 19879 INSURER B: First Nonprofit Insurance Co 10859 INSURER C: Milwaukee Casualty Ins Co 26662 INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL167100282

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		SPP1113926 00	7/2/2016	7/2/2017	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 \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Sexual Abuse Cov \$ 1,000,000
A	<input checked="" type="checkbox"/> 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			SPP1113926 00	7/2/2016	7/2/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			SMB1113047	7/2/2016	7/2/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	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 <input type="checkbox"/>	N/A	MWC1010221	8/1/2015	8/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Directors & Officers			SML133369700	4/5/2016	4/5/2017	Aggregate \$1,000,000
A	Employment Practices			SML133369700	4/5/2016	04/05/2017	Aggregate \$1,000,000

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

City of Santa Fe is named as additional insureds with respects to the general liability

CERTIFICATE HOLDER

CANCELLATION

City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909

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

Robert Johnston/KCASS

Robert Johnston



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 Youthworks

3 Complete information requested

☐ Plus GRT

☒ Inclusive of GRT

Original Contract Amount: \$186,610.00

Termination Date: June 30, 2016

☐ Approved by Council Date: _____

☐ or by City Manager Date: _____

Contract is for: Execute the Workforce Innovation Program (WIP) for disengaged local youth.

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

☐ or by City Manager Date: _____

Amendment is for: _____

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments)

☐ Plus GRT

☐ Inclusive of GRT

Amount \$ _____ of original Contract# _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ _____



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

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

RFP# 16/37/P Date: May 31, 2016

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

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

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

8 Any out-of-the ordinary or unusual issues or concerns:

(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Jessica Sandoval
Phone # _____ -6334

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:

Item 3

CITY OF SANTA FE
AMENDMENT No 3 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#15-1048

AMENDMENT No.2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated September 30, 2015 (the "Agreement"), between the City of Santa Fe (the "City") and SCORE (the "Contractor"). The date of this Agreement 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 economic development services for 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, paragraph A of the Agreement is amended to revise the number of business seminars and workshops for the technical assistance/business outreach program for the city, so that Article 1, paragraphs A and D read in its entirety are as follows:

A. Implement a business education program for Santa

Fe Area businesses, entrepreneurs and non-profits which furthers the City of Santa Fe's Economic Development goals by developing interactive seminars and workshops that are relevant to operating, marketing or financing their businesses. This education program would also connect and educate business owners and entrepreneurs with city economic development programs and community business resource providers. The education program would implement the following:

- (1) Five (5), two to three hour lecture seminars, oriented to entrepreneurs, business owners and non-profits.
- (2) Two (2) three to four hour interactive hands-on training workshops on specialized topics such on, QuickBooks accounting, marketing, social media and cash flow management. The final line up of workshops will be mutually agreed upon.
- (3) Provide follow up assistance and support for entrepreneurs, businesses and non-profits.
- (4) Improve workshops & seminars based on participant feedback.
- (5) Refer participants to other appropriate service providers as needed.

D. Presentation Material.

(1) The city will assist in the contractor with the presentation workbooks for the education program events by collaborating with the design and format of the workbook.

(2) The contractor shall be responsible for providing workbooks to the participants attending the education series seminars and workshops. The workbooks will be professionally designed and shall include the appropriate City of Santa Fe logos for the Office of Economic Development and other business resource provider information as agreed upon by SCORE and the Office for Business Growth.

Article 1, of the Agreement is amended to add Paragraph "G", so that Article 1, Paragraph "G" reads as follows:

G. DATA - In order to help further a city wide data collection effort to better understand the local entrepreneurial and workforce community, programs and constituent needs, SCORE agrees to contribute requested internal (non-confidential) data by the City's economic development data staff or contractor and to make every reasonable effort to align data collection efforts to inform this effort.

2. COMPENSATION

Article 3, paragraph A of the Agreement is amended to increase the compensation by twenty thousand dollars (\$20,000), so that Article 3, paragraph A reads as follows:

A. The City shall pay to the Contractor for services rendered a sum of ninety-five thousand dollars (\$95,000), inclusive of applicable gross receipts taxes.

3. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the City and terminate on June 30, 2019, unless sooner pursuant to Article 6.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, 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.3 to the City of Santa Fe Professional Services Agreement as of the date set forth below.

CITY OF SANTA FE:

CONTRACTOR:
SCORE

ALAN WEBBER, MAYOR

(Bob Gallatin, Chair)

DATE: _____

DATE: _____

CRS # A8025006090051
City of Santa Fe Business
Registration # 18-40945

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

MDM 5/24
GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:

KENT DEYOUNG,
INTERIM FINANCE DIRECTOR

22116.510300
BUSINESS Unit/LINE ITEM

ITEM # 17-0854

CITY OF SANTA FE
AMENDMENT No 2 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#15-1048

AMENDMENT No.2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated September 30, 2015 (the "Agreement"), between the City of Santa Fe (the "City") and SCORE (the "Contractor"). The date of this Agreement 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 economic development services for 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. COMPENSATION

Article 3, paragraph A of the Agreement is amended to increase the compensation by twenty-five thousand dollars (\$25,000), so that Article 3, paragraph A reads as follows:

A. The City shall pay to the Contractor for services rendered a sum of seventy five thousand dollars (\$75,000), inclusive of applicable gross receipts taxes.

2. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and terminate on June 30, 2018, unless sooner pursuant to Article 6.

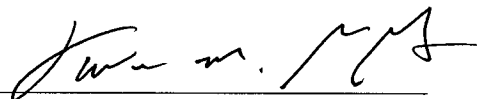
B. Option to Renew. The City retains the right to renew this Agreement up to one (1) additional one year terms contingent upon parties reaching an agreement as to the terms and conditions. The option may be exercised by the City by notifying Contractor in writing at least 45 days prior to the expiration.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, Amendment No. 1 and the Agreement remains and shall remain in full force and effect, in accordance with its terms.

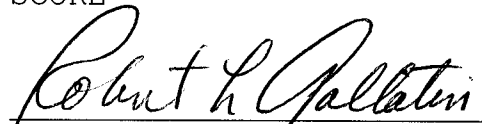
IN WITNESS WHEREOF, the parties have executed this Amendment No.2 to the City of Santa Fe Professional Services Agreement as of the date set forth below.

CITY OF SANTA FE:


JAVIER M. GONZALES, MAYOR

DATE: 8/18/17

CONTRACTOR:
SCORE


(~~Marcia Swain~~, Chair)
ROBERT L. GALLATIN
DATE: 10/2/2017

CRS # A8025006090051
City of Santa Fe Business
Registration # 17-40945

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL
CITY CLERK
CC mtg. 7/26/17

APPROVED AS TO FORM:

Kelley A. Brennan 6/5
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

Adam K. Johnson
ADAM K. JOHNSON, FINANCE DIRECTOR

22116.510340
BUSINESS UNIT/LINE ITEM

ITEM # 16-0749

CITY OF SANTA FE
AMENDMENT No 1 TO
PROFESSIONAL SERVICES AGREEMENT

AMENDMENT No.1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated September 30, 2015 (the "Agreement"), between the City of Santa Fe (the "City") and SCORE (the "Contractor"). The date of this Agreement 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 economic development services for 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, paragraph A of the Agreement is amended to revise the number of business seminars and workshops for the technical assistance/business outreach program for the city, so that Article 1, paragraph A read in its entirety is as follows:

A. Implement a business education program for Santa Fe Area businesses, entrepreneurs and non-profits which furthers

the City of Santa Fe's Economic Development goals by developing interactive seminars and workshops that are relevant to operating, marketing or financing their businesses. This education program would also connect and educate business owners and entrepreneurs with city economic development programs and community business resource providers. The education program would implement the following:

- (1) Nine to Ten (9-10), two to three hour lecture seminars, oriented to entrepreneurs, business owners and non-profits. One of the seminars will be seminars will be delivered in Spanish on a topic that will be beneficial to Spanish speaking businesses/entrepreneurs. The topic will be mutually agreed upon by SCORE and the city.
- (2) Two to Three (2-3) three to four hour interactive hands-on training workshops on specialized topics such on, QuickBooks accounting, marketing, social media and cash flow management. The final line up of workshops will be mutually agreed upon.
- (3) Provide follow up assistance and support for

entrepreneurs, businesses and non-profits.

- (4) Improve workshops & seminars based on participant feedback.
- (5) Refer participants to other appropriate service providers as needed.

Article 1, of the Agreement is amended to add Paragraph "G", so that Article 1, Paragraph "G" reads as follows:

G. DATA - In order to help further a city wide data collection effort to better understand the local entrepreneurial and workforce community, programs and constituent needs, SCORE agrees to contribute requested internal (non-confidential) data by the City's economic development data staff or contractor and to make every reasonable effort to align data collection efforts to inform this effort.

Metrics - Appendix B is amended to add age, ethnicity, race and gender as data to be collected from the clients attending the education workshop or seminar.

2. COMPENSATION

Article 3, paragraph A of the Agreement is amended to increase the compensation by twenty-five thousand dollars (\$25,000), so that Article 3, paragraph A reads as follows:

A. The City shall pay to the Contractor for services

rendered a sum of fifty-thousand dollars (\$50,000), inclusive of applicable gross receipts taxes. The first payment of \$10,000 will be made upon completion of the Fall Education Series and \$15,000 will be made upon completion of the Spring Education Series.

3. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the City and terminate on June 30, 2017, unless sooner pursuant to Article 6.

B. Option to Renew. The City retains the right to renew this Agreement up to two (2) additional one 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.


2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, 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:

CONTRACTOR:
SCORE


JAVIER M. GONZALES, MAYOR

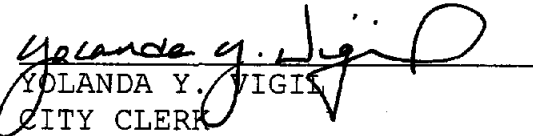
DATE: 8/16/16


(Ray Berger, Chair)


DATE: 11/23/16

CRS # A8025006090051
City of Santa Fe Business
Registration # 16-40945

ATTEST:


YOLANDA Y. VIGIL
CITY CLERK
CC mtg. 8/14/16

APPROVED AS TO FORM:

 8/2/16
KELLEY BRENNAN, CITY ATTORNEY

APPROVED:

 8-12/2016
OSCAR RODRIGUEZ, FINANCE DIRECTOR

22116.510300
BUSINESS Unit/LINE ITEM



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 SCORE

3 Complete information requested ☒ Plus GRT
☐ Inclusive of GRT

Original Contract Amount: \$25,000.00

Termination Date: June 30, 2016

☒ Approved by Council Date: July 22, 2015

☐ or by City Manager Date: _____

Contract is for: Business Education Services - RFP # 15/38/P - Small business assistance workshops and seminars for start-up, non-profit and existing businesses.

Amendment # 3 to the Original Contract# 15-1048

Increase/(Decrease) Amount \$ 20,000

Extend Termination Date to: June 30, 2019

☒ Approved by Council Date: September 30, 2015

☐ or by City Manager Date: _____

Amendment is for: Business Education Services - Small business assistance workshops and seminars for start-up, non-profit and existing businesses.

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) ☐ Plus GRT
☐ Inclusive of GRT

Amount \$ 25,000.00 of original Contract# _____ Termination Date: 06/30/2016

Reason: Business Education Services - RFP # 15/38/P.

Amount \$ 25,000.00 amendment # 1 Termination Date: 06/30/2017

Reason: Business Education Services - RFP # 15/38/P.

Amount \$ 25,000.00 amendment # 2 Termination Date: 06/30/2018

Reason: Business Education Services - RFP # 15/38/P.

Amount \$ 20,000.00 amendment # 3 Termination Date: 06/30/2019

Reason: Business Education Services - RFP # 15/38/P.

Total of Original Contract plus all amendments: \$ \$75,000.00



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

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

RFP# 15/38/P Date: May 11, 2015

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

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

7 Funding Source: Economic Development Fund **BU/Line Item:** 22116.5103

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

9 Staff Contact who completed this form: Fabian Trujillo

Phone # 955-6912

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

Summary of Contracts, Agreements, & Amendments

Item 4

**CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#16-0714**

AMENDMENT No. 2 (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 additional services, so that Article 1, paragraph C of the Agreement reads as follows:

The Contractor shall continue to provide services in innovative workforce development centered around digital fabrication, making and manufacturing. This shall be achieved through offering a slate of certification programs, partly based on previous work done under contract with City of Santa Fe. These programs instill core competency in advanced manufacturing, related software and the operation and maintenance of digital fabrication equipment and software.

C. The Contractor shall achieve the following deliverables for fiscal year 2018/2019:

(1) Take the first initial cohort of registered 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.

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

(b) Provide a final report that includes:

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

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

(iii) Wages, job titles, industry type, and responsibilities of apprentices hired following the program.

(2) Continue to support pre-apprenticeship training cohorts through the award-winning DigiFab Youth Lab in partnership with other community groups providing youth services.

(3) Fully launch the public facing Made Right Here Registered Apprenticeship Training Program:

(a) Share success stories from initial cohort

- (b) Conduct outreach to Northern New Mexico
- (c) Conduct a minimum of one cohort.
- (4) Launch the Women's Advanced Tools and Techniques (WATT)

program.

- (a) Identify instructors, visiting experts, and course schedule.
- (b) Create and procure educational/learning materials.
- (c) Cultivate opportunities for graduates, including additional training, employment or entrepreneurial pathways.

(5) Deliver a final report and overall narrative of what was learned and that includes data and metrics from all programs:

(a) Data and information collected from for each cohort and each program as well as external engagement and through website and social media.

(b) Number of program participants and individual demographics.

(c) Completion interviews, portfolios and assessment of skill increases.

(d) Outcomes including employment, new businesses, enrollment in additional training, etc

2. COMPENSATION

Article 3, Paragraph A of the Agreement is amended to increase the amount of compensation by a total of twenty five thousand dollars (\$25,000), 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 sixty thousand dollars (\$60,000), inclusive of applicable gross receipts taxes.

(1) Payment of seven thousand five hundred dollars (\$7,500) upon contractor completing initial Maker Professional cohort and delivering final report specific to that project.

(2) Payment of seven thousand five hundred dollars (\$7,500) upon launch of WATT program.

(3) Payment of five-thousand dollars (\$5,000) upon completion of initial WATT 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, 2019, unless sooner pursuant to Article 6 infra.

B. Option to Renew. The City retains the right to renew this Agreement up to one additional one 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, Amendment No. 1 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. 2 to the City of Santa Fe Professional Services Agreement as of the date set forth below.

CITY OF SANTA FE:

CONTRACTOR:
MAKE SANTA FE, LLC

ALAN WEBBER, MAYOR

: _____

Date: _____

Date: _____

CRS # 03-314064-00-2

City of Santa Fe Business

Registration # 18-00130086

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

 6/5
GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:

KENT DEYOUNG, INTERIM DIRECTOR
FINANCE DEPARTMENT

22116.510340
BUSINESS UNIT/LINE ITEM

**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.

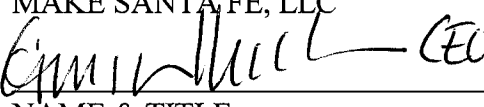
IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the date set forth below.

CITY OF SANTA FE:



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

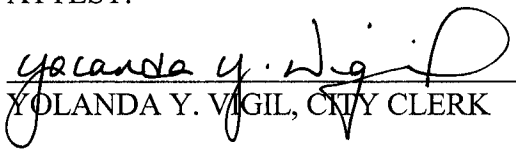
CONTRACTOR:

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

ITEM # 16-0714

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 Make Santa Fe, 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

The Contractor shall develop and execute a pilot program offering a certification in digital fabrication and manufacturing. This shall provide workforce training in digital fabrication, making and manufacturing. This shall be achieved by creating a certification program which instills a core competency in CNC, additive and extractive digital manufacturing, gcode and the operation and maintenance of digital fabrication equipment and software.

A. The Contractor shall achieve the following deliverables:

- 1) Formalize a written partnership structure for advancing workforce development goals in collaboration with industry groups, aligned non-profits and agencies and other state assets in digital fabrication, making and manufacturing.
- 2) Create an outreach and messaging plan for recruiting candidates for certification including developing content for print, web and other media.
- 3) Create a curriculum that can be trusted by a broad range of employers and businesses and that is benchmarked to Department of Labor standards.

a) Identify instructors, visiting experts, and a course schedule.

b) Create and procure educational/learning materials.

c) Identify and cultivate employers to match with newly certified graduates.

4) Execute a pilot six month training program serving between ten (10) and thirty (30) individuals receiving training.

5) Place a target of 50% of program graduates in jobs/apprenticeships.

6) Provide a final report that includes:

a) Aggregation of feedback on student experience

b) Partner feedback

c) Data tracking and program results

7) In order to help further a city wide data collection effort to better understand the local entrepreneurial and workforce community, programs and constituent needs, Make Santa Fe agrees to contribute requested internal (non-confidential) data by the City's economic development data staff or contractor and to make every reasonable effort to align data collection efforts to inform this effort.

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 twenty thousand dollars (\$20,000), inclusive of applicable gross receipts taxes. Payment shall be made upon receipt and approval of invoices and according to the following schedule:

1) Payment of five-thousand dollars (\$5,000) upon completion of partnership structure and outreach plan.

2) Payment of five-thousand dollars (\$5,000) upon creation of curriculum benchmarked to Department of Labor standards and identification of instructors.

3) Payment of five-thousand dollars (\$5,000) half way (three months) through the pilot training program.

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

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

A. This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on July 31, 2017, unless sooner pursuant to Article 6 below.

B. Option to Renew. The City retains the right to renew this Agreement up to three (3) 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.

6. TERMINATION

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

(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, 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.

(3) If 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. The City shall be 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. 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:
Office of Economic Development
PO Box 909
Santa Fe, NM 87504

Contractor:
Make Santa Fe LLC
213 Fiesta Street
Santa Fe, NM 87501

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

CITY OF SANTA FE:


JAVIER M. GONZALES, MAYOR

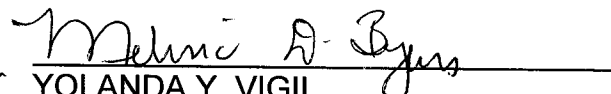
DATE: 8/2/16

CONTRACTOR:
MAKE SANTA FE LLC


By: 
(Name & Title)

Date: 8/8/16
CRS# 03-314064-00-2
City of Santa Fe Business
Registration # 16-00130086


ATTEST:

for 
YOLANDA Y. VIGIL
CITY CLERK
CC mtg. 7/27/16

APPROVED AS TO FORM:

 7/27/16
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

 7-29-2016
OSCAR RODRIGUEZ, FINANCE DIRECTOR
22116.510340
BUSINESS UNIT/LINE ITEM



CERTIFICATE OF LIABILITY INSURANCE

MAKES-1

OP ID: JB

DATE (MM/DD/YYYY)

07/11/2016

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).

PRODUCER Blue Chip Insurance Agency P.O. Box 5355 1040 Don Diego Santa Fe, NM 87502 John Bennett		CONTACT NAME: John Bennett PHONE (A/C, No, Ext): 505-988-4425 FAX (A/C, No): 505-988-7454 E-MAIL ADDRESS: johnbennett@bluechipsantafe.com		
INSURED MAKES SANTA FE, LLC Ginger Richardson 1352 Rufina Circle Santa Fe, NM 87507		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : The Cincinnati Insurance Co.		10677
		INSURER B : NM Foundation Insurance Co.		
		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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	EPP 037 14 86	02/15/2016	02/15/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		EPP 037 14 86	02/15/2016	02/15/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	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 <input type="checkbox"/> N / A	90184.101AR	02/15/2016	02/15/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	D&O		BCN-0078603	02/15/2016	02/15/2017	D&O 1,000,000 EPLI 1,000,000

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

Community Workshop Facility

CERTIFICATE HOLDER**CANCELLATION**City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504

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
John Bennett



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 Make Santa Fe, LLC

3 Complete information requested ☐ Plus GRT
☒ Inclusive of GRT

Original Contract Amount: \$20,000.00

Termination Date: July 31, 2017

☐ Approved by Council Date: _____

☒ or by City Manager Date: _____

Contract is for: Develop and execute a pilot program offering a certification in digital fabrication and manufacturing.

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

☐ or by City Manager Date: _____

Amendment is for: _____

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) ☐ Plus GRT

☐ Inclusive of GRT

Amount \$ _____ of original Contract# _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ _____



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

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

RFP# 16/37/P Date: May 31, 2016

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

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

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

8 Any out-of-the ordinary or unusual issues or concerns:

(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Jessica Sandoval

Phone # xt. 6334

10 Certificate of Insurance attached. (if original Contract) ☐

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

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 Make Santa Fe, LLC

3 Complete information requested ☐ Plus GRT
☒ Inclusive of GRT

Original Contract Amount: \$20,000.00

Termination Date: July 31, 2017

☒ Approved by Council Date: July 27, 2016

☐ or by City Manager Date: _____

Contract is for: Develop and execute a pilot program offering a certification in digital fabrication and manufacturing.

Amendment # 2 to the Original Contract# 16-0714

Increase/(Decrease) Amount \$ \$25,000.00

Extend Termination Date to: July 31, 2019

☐ Approved by Council _____

☐ or by City Manager Date: _____

Amendment is for: Provide services in innovative workforce development center around digital fabrication, making and manufacturing.

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) ☐ Plus GRT
☒ Inclusive of GRT

Amount \$ 20,000.00 of original Contract# 16-0714 Termination Date: 07/31/2017

Reason: Develop & execute a pilot prog offering a certification in digital fabrication and manufa

Amount \$ 15,000.00 amendment # 1 Termination Date: 07/31/2018

Reason: Implement a workforce develop prog based on the pilot prog developed and tested in 10

Amount \$ 25,000.00 amendment # 2 Termination Date: 07/31/2019

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ \$60,000.00



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

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

RFP# 16/37/P Date: May 31, 2016

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 Procurement History: 3rd of possible 4 years

example: (First year of 4 year contract)

Purchasing Officer Review

Comments or Exceptions: _____

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

Budget Officer Approval

Comments or Exceptions: _____

8 Any out-of-the ordinary or unusual issues or concerns:

(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Jessica Sandoval

Phone # 6334

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:

Item 5

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 Regional Development Corporation of New Mexico (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 coordination services of a program, called the Venture Acceleration Fund (VAF) for the City. This shall include:

A. Supporting technology related businesses by investing in the Northern New Mexico Venture Accelerator Fund, a competitive award that provides funding for regional start-up businesses to develop a product or service.

B. Identify Santa Fe companies to receive VAF funds.

C. Distribute contract funds to City approved companies.

D. Report to the City's Office of Economic Development on the funded companies performance and business condition, after the distribution of City funds and in accordance with VAF benchmarks.

E. In order to help further a city wide data collection effort to better understand the local entrepreneurial and

workforce community, programs and constituent needs, the contractor agrees to contribute requested internal (non-confidential) data to the City's economic development data staff or contractor and to make every reasonable effort to align data collection efforts to inform this effort.

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 in full payment for services rendered a sum not to exceed thirty thousand dollars (\$30,000). Payment shall be made for services actually rendered at fifty-percent (50%) when the work is halfway complete, with the remaining fifty-percent (50%) to be paid upon completion of the work. The City reserves the right to have final approval of the competitive company awards funded by this contract.

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.

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 terminate on December 31, 2017, unless sooner pursuant to Article 6 below.

B. Option to Renew. The City retains the right to renew this Agreement up to three additional one 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.

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 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:
Office of Economic Development
P.O. Box 909
Santa Fe, NM 87504-0909

Contractor:
Regional Development
Corporation
P.O. Box 2698
Española, NM 87532

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

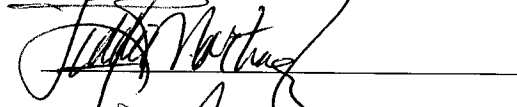
CITY OF SANTA FE:


JAVIER M. GONZALES, MAYOR

DATE: 8/2/16

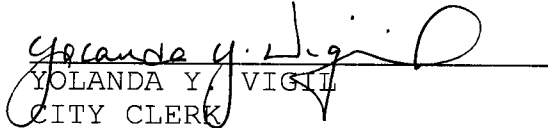
CONTRACTOR:

REGIONAL DEVELOPMENT CORPORATION



DATE: August 4, 2016

CRS # 02-328893-00-0
City of Santa Fe Business
Registration # 16-34593

ATTEST:


YOLANDA Y. VIGIL
CITY CLERK
CC mtg 7/27/16

APPROVED AS TO FORM:


KELLEY A. BRENNAN, CITY ATTORNEY 7/27/16

APPROVED:

 7-29-2016
OSCAR RODRIGUEZ, DIRECTOR
FINANCE DEPARTMENT

22116.510340
BUSINESS UNIT/LINE ITEM

American Hallmark Insurance Company of Texas

777 Main St Ste 1000 Fort Worth, TX 76102

COMMERCIAL GENERAL LIABILITY**RENEWAL DECLARATION****POLICY NO. 44-CL-414673-19/000**

RENEWAL OF 44-CL-000414673-18

NAMED INSURED AND MAILING ADDRESS**AGENCY AND MAILING ADDRESS****7149**REGIONAL DEVELOPMENT CORPORATION
PO BOX 2698
ESPANOLA NM 87532BLUE CHIP INSURANCE AGY, INC.
PO BOX 5355
SANTA FE NM 87502

POLICY PERIOD: From 06/05/2016 to 06/05/2017 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

LIMITS OF INSURANCE

GENERAL AGGREGATE	\$	2,000,000	
PRODUCTS-COMPLETED OPERATIONS AGGREGATE	\$	INCLUDED	
PERSONAL INJURY & ADVERTISING INJURY	\$	1,000,000	
EACH OCCURRENCE	\$	1,000,000	
DAMAGE TO PREMISES RENTED TO YOU	\$	100,000	ANY ONE PREMISES
MEDICAL EXPENSE	\$	5,000	ANY ONE PERSON

STATE-1**LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY:**

LOC # 1: 706 BOND ST	ESPANOLA, NM 87532
LOC # 2: 1704 LENA ST	SANTA FE NM 87505

LOC CLASSIFICATION	CODE	PREMIUM BASIS	PMS RATE	PPTS RATE
1 BUILDINGS OR PREMISES - OFFICE - NOT-FOR-PROFIT ONLY PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT	61227	AREA	1,600 118.965	INCL
2 BUILDINGS OR PREMISES - BANK OR OFFICE - MERCANTILE OR MANUFACTURING - MAINTAINED BY THE INSURED (LESSOR'S RISK ONLY) - OTHER THAN NOT-FOR-PROFIT PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT	61217	AREA	500 35.923	INCL

HIRED AUTO LIABILITY PREMIUM \$ 120**NON-OWNED AUTO LIABILITY** PREMIUM \$ 49



CERTIFICATE OF LIABILITY INSURANCE

OP ID: JB

DATE (MM/DD/YYYY)

07/11/2016

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).

PRODUCER Blue Chip Insurance Agency P.O. Box 5355 1040 Don Diego Santa Fe, NM 87502 Jay W. Winter		CONTACT NAME: John Bennett PHONE (A/C, No, Ext): 505-988-4425 FAX (A/C, No): 505-988-7454 E-MAIL ADDRESS: johnbennett@bluechipsantafe.com PRODUCER CUSTOMER ID #: REGIO-1	
INSURED REGIONAL DEVELOPMENT CORP. P.O. Box 2698 Española, NM 87532	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: American Hallmark Insurance Co		
	INSURER B: New Mexico Mutual Casualty Co.		
	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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			44-CL-414673-19	06/05/2016	06/05/2017	EACH OCCURRENCE
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>					\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ Included
							\$
A	AUTOMOBILE LIABILITY			44-CL-414673-19	06/05/2016	06/05/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
		<input type="checkbox"/> OCCUR					\$
		<input type="checkbox"/> CLAIMS-MADE					\$
	DEDUCTIBLE						\$
	RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			20481.118	06/14/2016	06/14/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
BLDG OR PREMISES - OFFICE
Re: VAF Contract

CERTIFICATE HOLDER**CANCELLATION**

City of Santa Fe
P. O. Box 909
Santa Fe, NM 87504

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
Jay W. Winter



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 Regional Development Corporation

3 Complete information requested ☐ Plus GRT
☒ Inclusive of GRT

Original Contract Amount: \$30,000.00

Termination Date: December 31, 2017

☐ Approved by Council Date: _____

☒ or by City Manager Date: _____

Contract is for: Provide the coordination services of a program, called the Venture Acceleration Fund (VAF)

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

☐ or by City Manager Date: _____

Amendment is for: _____

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) ☐ Plus GRT

☐ Inclusive of GRT

Amount \$ _____ of original Contract# _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ _____



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

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

RFP# 16/38/P Date: May 31, 2016

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

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

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

8 Any out-of-the ordinary or unusual issues or concerns:

(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Jessica Sandoval

Phone # xt. 6334

10 Certificate of Insurance attached. (if original Contract) ☐

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
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM # 16-0710**

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 Regional Development Corporation of New Mexico (the "Contractor"). The effective date of this Amendment shall be retroactive to January 1, 2018.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide coordination services of a program, called the Venture Acceleration Fund (VAF) 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. COMPENSATION

Article 3, Paragraph A of the Agreement is amended to increase the amount of compensation by a total of twenty five thousand dollars (\$25,000), 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 fifty five thousand dollars (\$55,000), inclusive of applicable gross receipts taxes. Payment shall be made for services actually rendered at fifty-percent (50%) when the work is halfway complete, with the remaining fifty-percent (50%) to be paid upon completion of the work. The City reserves the right to have final approval of the competitive company awards funded by

this contract

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 June 30, 2019, 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:

CONTRACTOR:
REGIONAL DEVELOPMENT CORPORATION

ALAN WEBBER, MAYOR

NAME & TITLE

Date: _____

Date: _____

CRS # 02-328893-00-0
City of Santa Fe Business
Registration # 18-34593

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

MDM 6/5
GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:

KENT DEYOUNG, INTERIM DIRECTOR
FINANCE DEPARTMENT

22116.510340
BUSINESS UNIT/LINE ITEM



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 Regional Development Corporation

3 Complete information requested ☐ Plus GRT
☒ Inclusive of GRT

Original Contract Amount: \$30,000.00

Termination Date: December 31, 2017

☒ Approved by Council Date: _____

☐ or by City Manager Date: _____

Contract is for: Provide the coordination services of a program, called the Venture Acceleration Fund (VAF)

Amendment # 1 to the Original Contract# 16-0710

Increase/(Decrease) Amount \$ \$25,000.00

Extend Termination Date to: _____

☐ Approved by Council _____

☐ 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 \$ 30,000.00 of original Contract# 16-0710 Termination Date: 12/31/2017

Reason: Provide the coordination services of the VAF Program

Amount \$ 25,000.00 amendment # 2 Termination Date: 12/31/2019

Reason: Provide the coordination services of the VAF Program

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ \$55,000.00



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

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

RFP# 16/38/P Date: May 31, 2016

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 Procurement History: 2nd of 4 years

example: (First year of 4 year contract)

Purchasing Officer Review

Comments or Exceptions: _____

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

Budget Officer Approval

Comments or Exceptions: _____

8 Any out-of-the ordinary or unusual issues or concerns:

(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Jessica Sandoval

Phone # 6334

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: