

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 Art Institute (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 conduct a visioning process as part of a public process managed by the city to identify and define strategic design and planning guidelines, recommendations, and land use strategies for the future of the property currently occupied by the Santa Fe University of Art and Design (SFUAD) campus ("Campus").

This process seeks the talent, expertise, and vision of the broader design and planning community to develop effective and imaginative solutions for the design and use this important Santa Fe property. The goal of the visioning process is to raise awareness of the value of design in addressing contemporary urban development, preservation, and livability issues in the City aligned to the SFUAD resolution recently passed by the Governing Body.

The visioning process includes an RFQ process to select and qualify up to five (5) design and planning teams to create

visual representations of the uses of the property, along with appropriate explanatory text, including guidelines and recommendations. The format shall use the following steps. Dates that are approximate are noted:

A. Jan 18- Jan 24, 2018: Collaborate with City personnel in establishing a Request for Qualification (RFQ) document and process regarding the Campus visioning process, and the participations of design teams. Proposed deliverables by the design teams shall be included in the RFQ, and shall be further detailed in the kick off meeting with selected teams.

B. Jan 25: Advertise RFQ solicitation. At its discretion, the City may purchase newspaper or other print advertising to promote the work contemplated in this Agreement. Contractor shall be responsible to promote to the American Institute of Architects, New Mexico and Santa Fe Chapters, and through social media. All promotion shall link to SFAI website for the RFQ and to the City website for the larger scope of the Midtown Campus Project.

C. Feb 1, 10:00AM @ SFAI Gallery: Pre-submittal meeting with interested Groups (not mandatory). City representatives shall attend to present the larger scope and intention of the project.

D. Feb 15: RFQ responses due to SFAI

E. Feb 16: SFAI to distribute RFQ responses to Selection Committee for review

F. Feb 19: Selection Committee to meet and deliberate. SFAI to coordinate meeting at SFAI, with City representatives to attend.

G. Feb 20: SFAI to announce teams

H. Feb 22 1 PM @ SFAI: Visioning kick-off meeting where Project Guidelines are shared with 5 Groups and they are instructed to start visioning process. Project Guidelines to be compiled by City with assistance from SFAI. The City shall make a reasonable effort to provide relevant documents and information, including:

(1) Relevant analysis and priorities gathered and organized through the Collection Phase;

(2) Land use and facility information the City can provide related to the campus, including any campus facility conditions or assessments, space and square footage information, deed and land use restrictions, relevant code, GIS, and land use information; and

(3) Information related to key stakeholders, including neighboring businesses and key groups as identified in the SFUAD Resolution. City to provide SFAI with contact information or coordinate outreach themselves to request 2-5 minute presentations by key stakeholders, as appropriate, at this meeting to learn about potential opportunities and challenges related to Midtown and the campus by interested parties. Any non-confidential written information or data made available to the

selected teams shall either be made available on the City website, or in printed packets by the City.

I. Week 3/12 - Mid-point feedback: Optional. Private 60-90 minute facilitated meeting where each Group can get feedback on their work in progress from 20-30 residents and key stakeholders. LOCATION TBD. SFAI to obtain information from each team as to their preference and additional informational needs to complete the work.

J. April 9: Final Visions due to SFAI. SFAI to distribute to City for review and printing.

K. April 12 through April 14: Assist in three public presentations from the responsive teams by coordinating with the City's event planner and facilitation vendors on presentation and facilitation needs. Ensure that at least 1 representative of each team is at each presentation to present the team's strategic vision and interact with residents to answer questions.

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 thirty thousand dollars (\$30,000) inclusive of applicable gross receipts taxes. Not more than five thousand dollars (\$5,000) shall be paid to Contractor for their services rendered. Contractor may invoice City monthly. The remaining twenty-five thousand dollars (\$25,000) shall be used as a stipend for qualified design teams ("Stipend Pool"). The maximum stipend is five thousand dollars (\$5,000). It is anticipated that the Stipend Pool shall be divided equally to five qualified design teams. The City shall reduce the amount of the Stipend Pool by five thousand dollars (\$5,000) for each number of qualified design teams fewer than five (5).

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

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

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and terminate on May 15, 2018, unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon ten (10) days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

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

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

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

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

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

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this 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
Attn: Matt Brown
P.O. Box 909
Santa Fe, NM 87504-0909

Contractor:
Santa Fe Art Institute
Attn: Jamie Blosser
P.O. Box 24044
Santa Fe, NM 87502

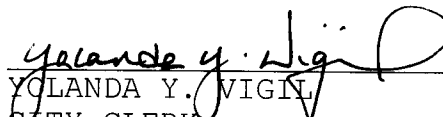
IN WITNESS WHEREOF, the parties have executed this Agreement
on the date set forth below.

CITY OF SANTA FE:


BRIAN K. SNYDER,
CITY MANAGER

DATE: 02/13/2018


ATTEST:


YOLANDA Y. VIGIL
CITY CLERK

CONTRACTOR:
SANTA FE ART INSTITUTE

APPROVED AS TO FORM:

By: 
JAMIE BLOSSER
EXECUTIVE DIRECTOR & CEO

 1/23
KELLEY A. BRENNAN, CITY ATTORNEY

CRS # 02-03/029-003
City of Santa Fe Business
Registration # 18-00028698

APPROVED:

 2-12-18
ADAM K. JOHNSON
FINANCE DIRECTOR

22116.510340
BUSINESS UNIT/LINE ITEM