

## 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 March 15, 2018.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

- A. Implement and manage the Story Maps program as described in Exhibit "A" attached hereto and incorporated herein.
- B. Oversee and guide the work of four (4) Story Map Fellows in the City's Parks and Recreation Department, Economic Development Office, Office of Affordable Housing, and Mobile Integrated Health Office.
- C. Working with the appointed staff person from each office, Fellows will collect stories, conduct interviews, develop maps, create visual data and develop artwork that will lead to the final work product of the Story Maps program.

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 five thousand dollars (\$5,000), inclusive applicable gross receipts taxes.

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

C. Payment shall be made upon receipt, approval and acceptance by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective March 15, 2018 and shall terminate on June 30, 2018 unless sooner pursuant to Article 6 below.

6. TERMINATION

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

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

(2) 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. 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:  
Arts Commission  
PO Box 909  
Santa Fe, NM 87504-0909

Contractor:  
Santa Fe Art Institute  
1600 St. Michaels Dr  
Santa Fe, NM 87505

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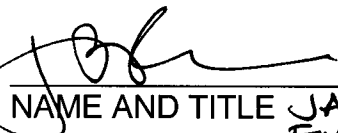


IN WITNESS WHEREOF, the parties have executed this Agreement on the date  
set forth below.

CITY OF SANTA FE:

CONTRACTOR:  
Santa Fe Art Institute

  
BRIAN K. SNYDER, CITY MANAGER

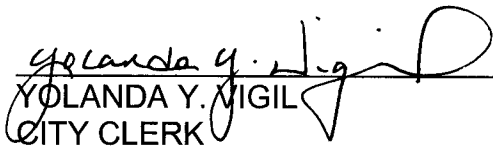

  
NAME AND TITLE JAMIE BLOSSER  
EXECUTIVE DIRECTOR

DATE: 03/21/2018

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

CRS# ~~18-00028678~~ 02-081027-00-3  
City of Santa Fe Business  
Registration # ~~02-081027~~ 18-00028678



ATTEST:

  
YOLANDA Y. VIGIL  
CITY CLERK 

APPROVED AS TO FORM:

 3/2  
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

 3.21.18  
ADAM JOHNSON, FINANCE DIRECTOR 

22103.510400  
Business Unit Line Item



# SANTA FE ART INSTITUTE

February 23, 2018

Debra Garcia y Griego, Director  
City of Santa Fe Arts Commission  
201 West Marcy Street  
PO Box 909  
Santa Fe, NM 87504-0909

Re: Story Maps: A Fellowship Program in Community Engagement

Dear Ms. Garcia y Griego,

Please accept this proposal to the City of Santa Fe Arts Commission for 2018 funding for Story Maps, a fellowship program that mentors young, local, creative leaders of color in community engagement.

Working with government and non-arts organizations, Story Maps Fellows will gather stories, conduct interviews, create maps, visualize data and realize artworks over a ten-month fellowship term. This "mapping" of Santa Fe will culminate in an annual, theme-based, community project. The impetus to launch Story Maps grew out of Culture Connects, whose findings SFAI hopes to support via this program.

Story Maps is in its pilot year with support from the Ford Foundation. It is designed to cultivate and guide the creative work of young people of color towards understanding civic systems and opening paths to creating long-term social equity in Santa Fe.

A grant of \$ 5,000 from the City of Santa Fe Arts Commission will help offset costs for monthly stipends for four emerging artists of color ("Fellows") for three (3) months, from March through June 30, 2018. During that time, Fellows will engage in fieldwork with four City departments: Parks and Recreation, Economic Development, Affordable Housing, and the Mobile Integrated Health Office (MIHO) of the Fire Department. Through listening to—and documenting—stories, these young, local artists will have the opportunity to map the civic systems in which these departments operate.

Deliverables of this proposal will include mapping these stories and interviews (possibly augmenting the mapping work initiated by Culture Connects), allowing for geo-located histories and stories around these City departments, their staff, and their constituents. Additionally, SFAI hopes to garner the support of the City of Santa Fe GIS Department to conduct this work.

More information about Story Maps can be located at the project website:

<https://sfai.org/storymaps/>

Thank you for your consideration, and please do not hesitate to contact me with questions or the need for additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'JBlosser', with a stylized, flowing script.

Jamie Blosser,  
Executive Director