

## 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 Littlelobe, Inc. (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 following services for the City:

- A. Implement and manage the IPRESENTE! Project as described in Exhibit A of this agreement.
- B. Gather six oral history interviews with neighborhood members of the Canyon Road and Hopewell-Mann Neighborhoods.
- C. Provide the City documentation and use of the oral histories collected under this Agreement.

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 of 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 when signed by the City and the Contractor, whichever occurs last, 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:  
Littlelobe, Inc.  
PO Box 24213  
Santa Fe, NM 87502

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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: 04/02/2018

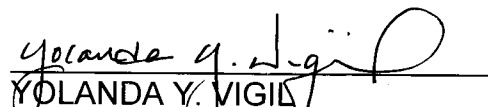
CONTRACTOR:  
LITTLE GLOBE, INC.

 Executive Dir.  
NAME AND TITLE

DATE: 4/6/18

CRS# 03-117730-00-1  
City of Santa Fe Business  
Registration # 18-00123171

ATTEST:

  
YOLANDA Y. VIGIL  
CITY CLERK

APPROVED AS TO FORM:

 3/21  
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

 4-2-18  
ADAM JOHNSON, FINANCE DIRECTOR

22103.510400  
Business Unit Line Item



## ¡PRESENTE!:

### Catalyzing Ethical Redevelopment In Santa Fe

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#### Overview

This proposal seeks to advance a dialogue and heighten consciousness about cultural equity by forefronting the voices and images of the people who have been or are most impacted and threatened by gentrification. The history and demographic shifts within and across neighborhoods that have taken place in the past 50 years in Santa Fe serve as poignant examples of gentrification and displacement.

"¡PRESENTE! - *Catalyze Ethical Redevelopment in Santa Fe*," will focus on the challenges of gentrification and displacement and will forefront an ethical redevelopment approach that places the health, wellbeing and vitality of neighborhoods and people at the center. This proposal builds upon initial grant support from the McCune Foundation for Creative Strategies 360° to conduct research, locally and nationally, to engage in collaborative planning, and to develop a proposal that advances a heightened understanding of the realities of gentrification in Santa Fe.

This endeavor reflects the collaborative partnership that has emerged for this initiative between *Chainbreaker Collective*, an economic justice organization at the forefront of ethical redevelopment efforts in the city; *Littlelobe*, a multi-arts collaborative organization; and *Creative Strategies 360°*, which developed *Culture Connects Santa Fe*, which resulted in *A Cultural Cartography*, the City of Santa Fe's first cultural plan.

Littlelobe requests support from the Santa Fe Arts Commission in the amount of \$5,000.00 toward this initiative.

#### Scope and Methodology

Centering oral stories and photos as foundational work to frame ethical redevelopment places people at the center of the equation, reflecting the presence

(or displacement) and lived experiences of individuals and families. Further, amplifying this content in multiple ways allows people to see and hear their lives reflected; it also functions as an educational tool for the broader public, advancing the mission of each of the partners.

The larger project includes the following components: A) Administration - Preparation, Engagement and Coordination; B) Gathering Oral Histories & *Fotohistorias*; and C) Amplification of Content. For purposes of our request to the Santa Fe Art's Commission, we are requesting support at this time for the Gathering of Oral Histories, as detailed below.

### **Gathering Oral Histories**

Interviews/Oral History Capture About the Impact of Gentrification and Displacement. The detail of this project, the *what, the where, the when and the how*.

**What:** The objective of this set of interviews is to identify and capture the experiences, thoughts and stories of people (families and individuals) whose experiences in Santa Fe were shaped by issues of gentrification and displacement or who are currently living under the threat of gentrification and potential displacement. For purposes of this request, we anticipate being able to gather 6 oral histories with support from the Santa Fe Arts Commission.

**Where:** *Canyon Road*, once a neighborhood for working class New Mexicans, now has the lowest proportion of Latino residents in the city, and the lowest number of families and youth. Given its high concentration of galleries, the area today is a focal point of the international art market, a primary destination for tourists, and one of the most exclusive residential neighborhoods in the city. As a part of its work on equitable development, Chainbreaker Collective recently profiled Canyon Road in detail.<sup>1</sup> Much of this portion of the initiative will focus on this NorthEast side of Santa Fe. Interviews will be conducted with

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<sup>1</sup> See Human Impact Partners in collaboration with Chainbreaker Collective, Equitable Development and Risk of Displacement: Profiles of Four Santa Fe Neighborhoods.

the few families who have managed to remain there as well as others who relocated to other parts of the city or beyond.

The second neighborhood where we will focus is Hopewell- Mann. One of the four neighborhoods profiled by Chainbreaker's recent work on equitable development, *Hopewell-Mann* is relatively close to downtown, but largely surrounded by commercial boundaries.<sup>2</sup> It is a majority renter-occupied and Latino neighborhood, and unlike Canyon Road, over a third of residents are poor, and 60% are under 18. With this demographic profile, Hopewell-Mann is at risk for gentrification with subsequent risk of displacement.

Who: The focus will be upon former and ongoing residents of the Canyon Road area. Based on 2015 data, this area is made up of three primary census blocks with a total population of 5,528 with the following demographic profile: 18.4% Hispanic/Latino population; 72.2% White, Non-Hispanic population; 968 youth (0-19); 1,295 senior population (65+); Median Household Income - \$76,714.<sup>3</sup>

The focus would be upon residents of the Hopewell-Mann neighborhood. Based on 2015 data, the total population of this neighborhood is approximately 3,788 with the following profile: 68.5% Hispanic/Latino population; 26.9% White, Non-Hispanic population; 1,143 youth (0-19); 586 senior population (65+); Median Household Income - \$28,259.<sup>4</sup>

When: The interviews will take place from April - May.

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<sup>2</sup> See Human Impact Partners in collaboration with Chainbreaker Collective, *Equitable Development and Risk of Displacement: Profiles of Four Santa Fe Neighborhoods*.

<sup>3</sup> From 2015 American Community Survey (ACS) 5 year estimates.

<sup>4</sup> From 2015 American Community Survey (ACS) 5 year estimates.