

CITY OF SANTA FE

CATERING AND/OR ALCOHOL BEVERAGE SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, the Santa Fe Community Convention Center (the "SFCCC" or the "City") and **The Truck** (the "Contractor"). The date of this Agreement shall be effective when signed by the Contractor and the City, whichever occurs last.

1. SCOPE OF SERVICES

If a client of the SFCCC chooses the Contractor to cater its Event and/or serve alcoholic beverages at its Event, the Contractor is authorized to temporarily use assigned City facilities to provide the following services to such clients during the client's events:

A. Provide food; non-alcoholic beverages; and, if licensed to serve alcohol, serve alcoholic beverages; operate concession stands; vending operations; buffets; dinners; and other services at the SFCCC.

B. If licensed to serve alcoholic beverages, servers are required to be certified by NMRLD Alcohol and Gaming Division for service in the SFCCC. In addition to the license being provided to the City of Santa Fe a copy will need to be returned with this contract prior to event.

C. Comply with all the policies, procedures, rules and regulations of the SFCCC as set forth in "Attachment B".

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, receive remuneration and compensation for this temporary, exclusive use by the Contractor, as set forth herein.

B. The Contractor shall pay to the City ten percent (10%) of the total net sale to SFCCC within thirty (30) days after each licensed event. A copy of the original Contractor's bill to the client shall be furnished to the assigned SFCCC Services Manager within 48 hours of conclusion of the event.

C. For **alcohol providers** only, a register tape of sales (per bar) as an accurate accounting of charges incurred shall be furnished to the assigned Convention Services Manager within 48 hours of the conclusion of the event.

D. Post a two thousand dollar (\$2,000.00) Cleaning / Damage deposit, balance to be maintained throughout life of contract. SFCCC should receive updated copies of all licenses, registrations and certificates before July 1 of each year for the term of this agreement. Failure to do so will result in breach of contract and removal from referral list.

E. 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.

F. "Total net sales" means the total sale price the Contractor has charged the client, including labor and minus deduction of any Pass-Through Charges and Gross Receipts Tax.

4. WASTE REDUCTION, RECYCLING AND RESOURCE CONSERVATION

Contractor shall:

A. Make every effort to reduce waste generated at the event, recycle materials that are currently accepted in Santa Fe, and conserve water and energy during the term of the license.

B. Ensure adequate recycling collection containers are conveniently located, adequately noticed/signed, and sufficiently serviced throughout the reserved function space.

C. Notify all users of the function space of the requirement to reduce waste generation, recycle all recyclable materials, and conserve energy.

D. Encourage little to no food waste and compost when possible.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City for 1 year with automatic renewal for up to 3 additional years, cannot exceed 4 years, unless sooner pursuant to Article 5 below.

6. TERMINATION

This Agreement may be terminated by either party upon fourteen (14) days written notice to the Contractor or the City of Santa Fe. The Contractor shall render a final report of the services performed up to the date of termination and shall remit payments and supporting documentation for all events not therefore reported and paid.

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

A. The Contractor and its agents and employees are independent contractors performing services for clients of the SFCC 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. 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.

9. 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.

10. RELEASE

A. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

18. 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.

19. 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.

20. 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.

21. NOTICES

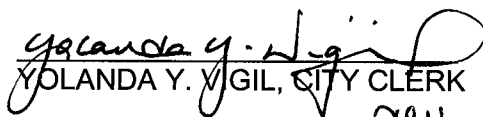
Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:
Santa Fe Community Convention Center
PO Box 909
Santa Fe, NM 87504

Contractor:
The Truck
7207 Avenida el Nido
Santa Fe, NM 87507

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

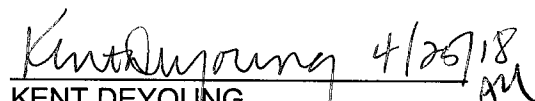
ATTEST:


YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

 4/20
GENO ZAMORA, CITY ATTORNEY

APPROVED:

 4/26/18 AM
KENT DEYOUNG,
INTERIM FINANCE DIRECTOR

51100.439550
BUSINESS UNIT & LINE ITEM

CITY OF SANTA FE:


BRIAN K. SNYDER, CITY MANAGER
DATE: 4/28/18

CONTRACTOR:


VICTORIA BRUNENI, OWNER
DATE: 4/28/18

ACRS # 03-367117-006
City of Santa Fe Business
Registration # 18-00149330

PROCEDURES FOR CATERING AND ALCOHOL PROVISION- Addendum A

These procedures that now part of the basic Catering and Alcohol Provider Contract. Three violations in any one calendar year of any of the items below will result in your removal from the "Approved List" for at least one calendar year.

Clean to Clean

Includes back hall/prep tables and floor spills/Kitchen/Sinks/Back Splash on meeting room walls/Floors/Coffee Makers/Ovens. A full list of kitchen maintenance/clean-up expectations has been posted in the Kitchens. If your cleaning is insufficient and SFCCC Staff needs to further clean up your mess, fees will be deducted from your deposit for same at the rate of \$100 per hour.

Parking

A maximum of two (2) parking spaces per Caterer and Alcohol Provider per Event is permitted in the Loading Dock area of the SFCCC. One is for the Banquet Manager and/or Alcohol Supervisor; the other is for a go-for to assist the Banquet Manager and/or Alcohol Supervisor. The Loading Dock area parking is not for servers, staff or bartenders – personnel should carpool or make other arrangements. Unauthorized cars will be required to move and if they do not, it will cause a violation against the provider.

Staff ID

All Catering/Alcohol staff must be identified by name badges and uniforms.

Bussing and On-going Clean-Up

Sufficient bussing and on-going clean-up staff shall be provided by the contracted service provider. SFCCC staff will not provide these services. SFCCC staff will not remove glasses, coffee cups, cans, water bottles etc. from tables or other surfaces. SFCCC staff will provide trash cans and replace them throughout the event. Law prohibits SFCCC staff from "touching" any alcohol containers. In the event that there is a delay between event end and move out, contracted providers must remove all items from tables and service areas sufficient to allow SFCCC staff to proceed in room set-up or tear down.

Time In/Out

We specifically request specific arrival and departure times for Caterers and Alcohol providers. Please honor the times that you provide for access and departure. A contracted service provider that arrives earlier or later or departs ~~earlier or later~~ than specified is a violation of the Contract and subjects the contracted provider to a \$400 per hour charge, prorated. Please be realistically precise in this planning.

Bill Payment

All monies due the SFCCC will be paid within 30 days of the event with the backup of bar register tapes and client billing. Delinquencies, after 30 days, will carry a 10% Administrative charge and a violation. Each delinquency counts as one violation (and there are only 3 violations per calendar year allowed).

Pre-Con Demeanor

During Pre-Cons and Events, basic courtesy is requested. The client that is hosting an Event at SFCCC and using a contracted service provider is a customer of both the SFCCC and the chosen provider. Negative commentary on SFCCC planning or enactment is discourteous and

unprofessional while in the client's presence. Should there be differences in understanding of the event between the SFCCC and provider it will be discussed outside the client's presence.

Documents on file with SFCCC

- Current Business License
- CRS Number
- Catering License
- Alcohol Dispenser License (if required)
- Certificate of Insurance naming City as additional insured

Basic Deposit

A \$2,000 Basic Deposit is required of all contracted Catering and Alcohol providers and shall be maintained at the \$2000 level at all times. If the Basic Deposit falls below the \$2,000 level, sufficient funds are due within 30 days to re-establish the Basic Deposit. Failure to maintain the \$2,000 Basic Deposit level will be considered a violation.

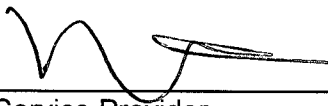
Inventory

All contracted service providers should bring all necessary supplies for event and post-event work. SFCCC has a complete inventory of its cleaning and service items i.e. brooms, mops, handcarts, speedracks, easels and ladders. This is not a complete list of items. If the SFCCC items are not in-house upon completion of your event and clean-up, you will be billed for the cost of replacement and this will be considered a violation.

SFCCC Supply Closets/Areas

Supply closets are not to be used by contracted service providers for any reason whatsoever without prior written approval by SFCCC. The supply closets are facilities not for use for concession set-ups or anything else.

I hereby certify I have read these Procedures. I agree that non-compliance with any of these Procedures constitutes one violation per one non-compliance and that 3 violations in a calendar year shall result in my removal from the list of approved service providers for one calendar year.



Service Provider

4/28/18
Date: _____